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

1. REQUISITION NUMBER

PAGE 1 OF Page 1 of 40

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE: 06/02/2026

4. ORDER NUMBER

5. SOLICITATION NUMBER: SV0214-26

6. SOLICITATION ISSUE DATE: 06/02/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Chad Privett

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME: 07/14/2026 2:00 PM

9. ISSUED BY CODE BUT1

BUTNER OPTICAL - MEDIUM II
2 OLD 75 HWY
BUTNER NC 27509

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: 333242

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [x] 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 BUT1

BUTNER OPTICAL - MEDIUM II
2 OLD 75 HWY
BUTNER NC 27509

16. ADMINISTERED BY CODE BUT1

BUTNER OPTICAL - MEDIUM II
2 OLD 75 HWY
BUTNER NC 27509

17a. CONTRACTOR/ OFFEROR CODE 391014499 FACILITY CODE

UNDETERMINED SOURCE
NA BLANK
WASHINGTON DC 20534

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

UNICOR FPI CENTRAL ACCOUNTS PAYABLE

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 1620000372				

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

29. AWARD OF CONTRACT: REF. OFFER DATED . OUR 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)*: Chad Privett

31c. DATE SIGNED: 06/02/2026

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

PERFORMANCE LOCATION:

FCI BUTNER – MEDIUM II

FEDERAL PRISON INDUSTRIES – UNICOR

2 OLD NC 75 HWY

BUTNER, NC 27509

SOLICITATION: SV0214-26

Offerors shall submit questions to Chad Privett at chad.privett2@usdoj.gov no later than Tuesday, June 16, 2026 at 2:00 PM. All communication must be in writing. No calls will be accepted. An amendment to the solicitation will be posted prior to the closing date of all questions and answers.

Vendors shall submit signed and dated offers referencing Solicitation SV0214-26 via email to Chad Privett at chad.privett2@usdoj.gov by Tuesday, July 14, 2026 at 2:00 PM. Due to security considerations, do not send offers via U.S. mail.

Site visit will be conducted on Wednesday June 10, 2026 at 9:00 AM EST. Participants will meet in the front lobby of FCI Butner – Medium II, at 2 Old NC 75 Hwy Butner, NC 27509. Once accounted for, those in attendance will then be escorted to the physical site where services are to be performed. This site visit shall satisfy the Contractor's need to identify all general and local conditions that may affect the cost of the contract. Failure to inspect the site will not constitute grounds for claims after contract award. Up to (2) people per company may attend.

Mandatory site visit attendance is required for award. Any company associated with the Prime (e.g. Subcontractor/Joint Venture/ Teaming Agreement) can attend and meet the mandatory attendance requirement.

THE FOLLOWING INFORMATION IS REQUIRED TO BE COMPLETED BY THE OFFEROR:

SAM UNIQUE ENTITY NUMBER:

VENDOR'S POINT OF CONTACT:

VENDOR'S TELEPHONE & FAX NUMBER:

VENDOR'S EMAIL ADDRESS:

VENDOR'S BUSINESS SIZE:

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 award, during performance and through final payment of any contract resulting from this solicitation.

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	AR Coating Equipment (Syru	1	EA			
00002	Lens Prep Dip Machine (CHC	1	EA			
00003	Transformers (208/400/50kv	2	EA			
00004	Customized Ring Set (65mm	1	EA			
00005	Water Chiller (10 Ton)	1	EA			
00006	Laminar Flow Station 76.5x3	1	EA			
00007	Ovens with Stand (LBB1-69)	3	EA			
00008	Accessories	1	EA			
00009	Installation	1	EA			
00010	Shipping (CHC150 from UK)	1	EA			
00011	Tariff UK	1	EA			

PROVIDE LEAD TIMES FOR EACH LINE ITEM (IF APPLICABLE)

Section C: Description/Specifications

Product Service Code: 6640

North American Industry Classification: 333242

This solicitation is posted as Full and Open Competition.

The Government requires the procurement, delivery, and installation of a complete lens Anti-Reflective (AR) Coating System to enhance and expand the production capabilities of the existing optical fabrication laboratory located in Butner, North Carolina. This acquisition is necessary to support increased mission demand for high-quality ophthalmic lenses and to ensure the facility maintains the technical capacity, throughput, and operational readiness required to meet current and future customer requirements.

The AR coating system will provide advanced lens-coating capabilities, improved production efficiency, and greater consistency in optical performance. The system must integrate with existing laboratory workflows and equipment, comply with all applicable federal standards, and include all accessories, consumables, installation services, training, and technical support required to achieve full operational capability. The Contractor shall furnish all labor, materials, equipment, and expertise necessary to deliver a fully functional, turnkey solution that meets the Government's performance, safety, and quality requirements.

Any specifications, descriptions, or references in this notice that mat cite a brand name, model, or manufacturer specifications are provided for descriptive and reference purposes only. Brand-name equipment is not required. Products or solutions that are equal to or exceed the stated salient characteristics will be fully considered by the Government.

SCOPE

The Contractor shall furnish all labor, materials, equipment, consumables, installation services, training, and technical support necessary to deliver a fully operational, turnkey Anti Reflective (AR) Coating Laboratory at FCI Butner – Medium II. The system shall meet all performance, safety, and quality requirements described herein.

The Contractor will provide all warranty information as applicable in reference to the items listed in Section B.

HIGH LEVEL REQUIREMENTS

The Contractor shall provide:

- A complete AR Coating System meeting all required technical specifications
- Ultrasonic cleaning system
- Lab accessories, ovens, flow bench, and startup kits
- Spare parts, consumables, and documentation
- All accessories required for installation and operation

All technical specifications, equipment lists, performance requirements, and salient characteristics shall be provided in Section C Attachments.

INSTALLATION REQUIREMENTS

The Contractor shall:

- Deliver, position, assemble, and install all equipment
- Integrate all systems with existing facility utilities
- Perform calibration, configuration, and functional testing
- Ensure the entire AR Coating Lab is fully operational

Installation tasks shall be performed in accordance with commercial best practices and manufacturer standards.

TRAINING REQUIREMENTS

The Contractor shall provide comprehensive onsite training to Government personnel covering:

- AR Coating System operation
- Ultrasonic cleaning system operation
- Lens handling, cleaning, and preparation
- Hard coating and AR coating processes
- Recipe installation and optimization
- Routine maintenance and troubleshooting
- Safety procedures and workflow best practices

Training shall be conducted onsite for a minimum of 14 days, not including travel time. A daily or weekly rate for optional extended training shall be included in the proposal.

DOCUMENTATION

The Contractor shall provide:

- Operating manuals
- Maintenance manuals
- Spare parts catalog
- Circuit diagrams
- One printed copy and one digital copy (USB)

BRAND NAME REFERENCES

Any specifications referring to a brand name, model, or manufacturer are provided solely for descriptive purposes. Brand name equipment is not required. Products that are equal to or exceed the salient characteristics will be fully considered.

EQUIPMENT CAPACITY REQUIREMENTS

Capacity/Scale: AR Coating machine must be capable of processing per Shift: 360 to 450 Pairs / 8 Hours both sides. (Calculation with lenses of 65/70/75/80 mm.)

EQUIPMENT REQUIREMENTS & SPECIFICATIONS

1. AR Coating Machine
    1.1. Basic System configuration
        Minimum Required:
            Stainless steel deposition chamber
                Piping for external cooling and heating of chamber wall, chamber top, base plate and door
            Front door, including viewing port with polarization filter
            Framework
                Forklift fixture for easy transportation

Lifting brackets welded onto the chamber
Water battery, for supply and blow-out of hot and cold water
Electrical control cabinet
Main switch with 3 pole breaker

1.2. Process control system

Based on Microsoft Windows, Minimum Required:

Industrial quality computer with SSD (incl. UPS function)
Based on minimum Windows 10
Industrial quality PLC
Touch Screen required

1.3. PUMPING SYSTEM

Minimum Required:
1 Piece. Dry screw vacuum pump
2 Pieces. Turbomolecular pumps
1 set venting valve, including interlock
Anti-turbulence equipment via fore-pump system (soft pumping)

1.4. PROTECTION CHEVRON

Chevron type, optically dense, water cooled - between chamber and high vacuum pump

1.5. CRYOGENIC COOLER

Minimum Required:
Cryogenic Cooler equipment
Meissner trap, tube type
Piping Included

1.6. Vacuum Measuring instruments

Minimum Required:
3 Pieces. Vacuum gauge
Range: 103 - 10-3 mbar
1 Piece. Gauge mounted on pre-vacuum line
1 Piece. Gauge included within BPG
1 Piece. Gauge for oxygen protection mounted on chamber wall
1 Piece. BPG (Bayard-Albert with Pirani gauge)
Range: 10^3 - 10^{-9} mbar (10 to the third – 10 to the negative nine mbar)

1.7. Gas Distribution System

For reactive processes, Minimum Required:
1 Piece. Mass flow controller (3-fold, with EtherCAT interface)
1 set feedthroughs
1 Piece flow meter with shut-off valve for oxygen (O2)
1 Piece. Additional shut-off valve for O2 protection
1 Piece. Pressure control for reactive processes
1 set stainless steel piping

1.8. Warm Water Supply

Closed loop system to provide water (40°Celsius) for vacuum chamber

1.9. CERAMIC HEATER

Only for baking out the chamber, Minimum Required:
1 Piece. Double ceramic heater plate
1 set feedthroughs for electrical wiring
1 Piece. Holding stand
1 Piece. Power supply (max. power: 5.2 kW)

1.10. Ion Source

Minimum Required:
1 Piece. Ion source (water-cooled)
1 Piece. Power supply
1 Piece. Gas flow controller for Ar and O2, included in gas distribution system

1 set connecting cables and feedthrough
1 Piece. Shutter including shaft and feedthrough
1 Piece. Spare shutter with shaft

1.11. Electron Beam evaporator system
Minimum Required:
1 Piece. Electron beam evaporator
1 Piece. Piece integrated programmable beam deflection board
1 Piece. High-voltage power supply
1 Piece. Filament power supply
2 Pieces. Exchangeable 7 hearth Cu crucible plate, including liners
2 Pieces. Cu-Mo cover plates
1 Piece. Shutter including shaft and feedthrough
1 Piece. Spare shutter with shaft

1.12. Layer thickness and rate control
Minimum Required:
1 Piece. Piece integrated quartz crystal measuring board
1 Piece. Single quartz crystal sensor head, including feedthrough and water-cooling from top

1.13. Distribution mask
For optimized distribution across radius of calotte, Minimum Required:
1 Piece. Fixed mask including holder and spare blade
1 Piece. Moveable mask including holder and spare blade

1.14. Evaporation shields
2 sets, all shields inside chamber removable, including bottom plate

1.15. Substrate rotation Unit
Minimum Required:
1 Piece. Motor drive with rotation monitoring, rotation adjustable within 3 - 30 rpm
1 Piece. Rotary feedthrough with central holder for quartz crystal and temperature measurement
For max. Substrate temperature 120°C

1.16. IR-Substrate heating system
Ceramic heater plates, electrical feed through, power supply, holding stand,
Max. Power 5.2 KW with heating control system (thermocouple)

1.17. Fixed distribution mask
1 set installed in machine with additional set as spare

1.18. Movable distribution mask
1 set installed in machine with additional set as spare

1.19. Calotte Segment Holder (Spider) Included
2 Pieces. Spider for holding 4 calotte segments inside chamber

1.20. Thermal Evaporator
Allows hydrophobic evaporation out of crucible

1.21. Dome Carrier system for lenses
Segment Size: 65 mm. - 168 holes 1 Piece
Segment Size: 70 mm. - 144 holes 1 Piece
Segment Size: 75 mm. - 128 holes 1 Piece

1.22. Tooling (Rings matching according with Dome system + 10%)
Drop Rings for Dome system 65 mm. 185 Pieces
Drop Rings for Dome system 70 mm. 158 Pieces
Drop Rings for Dome system 75 mm. 141 Pieces

1.23. Load Stands (Charging Device) – two units required
For easy loading and unloading lenses in calotte segments outside of vacuum chamber

1.24. Antireflection Coating Process with Top Coat & Superclean
3 Recipe - Antireflection Coating Process- TBD Included

Process engineering on hard coated lenses with back side spin hard coat process Includes standard hydrophobic coating in chamber.
CR 39, Poly, High Index.

3 Recipe - Antireflection Coating - TBD Included
Process engineering on hard coated lenses with back side spin hard coat process Includes Superclean hydrophobic coating in chamber.
CR 39, Poly, High Index.

1.25. Consumables & Wear Parts calculated for 100 runs
Evaporation material, Filaments (IS & EBG) and quartz crystals (70% TC & 30% SC pills)
Wear parts: Insulators, Gas Distributor

1.26. Documentation in English
Operating & maintenance manual, spare parts catalogue, circuit diagrams
1 print out provided as well as 1 USB flash drive

1.27. Spare Parts Kit
Includes basic spare parts for machine service
O-rings, seals, vacuum sensor, small mechanical parts.

REQUIRED ACCESSORIES FOR MACHINE INSTALLATION:

1.28. Electrical Transformer 75KVA
Primary voltage (TBD). Secondary voltage 400 VAC +/- 10%. 3 phase w/ neutral and ground

1.29. Gas Process Regulator
1 gas regulator for Oxygen and 1 for Argon with a second stage @ 0-30psi. Includes Stainless Steel pipes and fittings

1.30. Water Chiller
8 Tons unit for cooling turbo pump - Remote Condenser

2. Ultrasonic Cleaning System
For cleaning of lenses prior to vacuum coating.
Automated system with pre-programmed cycle.
Stage cleaning system (including Load and unload)
Stages with Ultrasonic clean, city water rinse and De-ionized water rinse.
Final stage of radiant heat Dry by IR
Includes: De-ionized water purification system.

REQUIRED ACCESSORIES

Carriers for lens baskets 10 Pieces
Baskets for lenses (2 baskets for uncut lenses of 70 mm diameter, 8 baskets for cut lenses) 10 Pieces Included
Includes one charge of cleaning chemicals
Optical 17.89 25 Liters to be included
Optical Super II 25 Liters to be included

2.1. Spare Parts kit for Ultrasonic Cleaning System
Water filter material, pipes, fittings, O-ring (cutting tool).
1 Set of pipes, fittings, seals, ultrasonic generator board,
1 DI water recharge kit

3. GENERAL LAB. ACCESSORIES AND TEST EQUIPMENT

3.1. Oven – (Two required)
Required for degassing and Curing lenses before AR coating
Includes Extra trays to complete the ovens. 6 Pieces

3.2. Flow Bench - Clean air booth
State-of-the-art work bench with positive air flow for lens mounting prior to coating process.

Hepa filter - class 100. Dimension: 6 Ft length minimum- extra Deep

3.3. Lab startup kit: includes one case of cotton gloves, one case of Lint free wipes

Includes one case of cotton gloves, Lint Free wipes, dispensing bottles for (Isopropanol, Acetone). Scotch-bright, Protection mask.

4. SERVICES
   4.1. Lab Facility Start-up Assistance Included
   Support with and preparation of lab layout design
   Tech support for customer electrical, plumbing, HVAC, and general contractors
   Oversight of full laboratory installation
   Support to establish perifery suppliers (i.e. cleaning and hard coating solvents)
   4.2. Lab facility Pre-Inspection 1 Day Included
   Includes one visit of a project manager or Engineer to review facility installation, previously to deliver of lab equipment.
   Travel expenses Included
   4.3. Unpacking, Commissioning and functional acceptance.
   Unpack, install, and functionally test of all the quoted equipment.
   Excluded from facility installation (water, electricity, exhaust, plumbing, etc.).
   The government is responsible for delays in the installation due to unfinished utilities.
   Any government delays related to install can be invoiced according published service rates.
   Travel expenses Included
   4.4. Process Engineering, Training, Production Support and Final Acceptance Test
   Minimum of 14 Days Included onsite not inclusive of travel time.
   Bidder must provide daily or weekly rate for extension of training time at time of proposal that is for use during the training trip in this section
   Lab operation, process set up, and training
   Lab procedures (Handling, cleaning, hard coating, AR coating and testing)
   Lens and coating know how - Lab Job Track
   Installation of AR recipes (6) minimum
   Training includes: Operation of equipment, maintenance, and trouble shooting
   Travel expenses Included
5. Freight to site and from manufacturer is to be included and complete, any import duties or insurance on freight is to be included in response. Purchase is to be considered FOB Destination to:

   Butner Optics – Medium II
   2 Old NC Hwy 75
   Butner, NC 27509

6. Equipment Condition: Vendors can provide pricing for other than new equipment. Other than new equipment must have a detailed history of the individual equipment.
   6.1. History Requirements:
   - Manufacture Date
   - Location Used
   - Time entered service
   - Warranty Offered
   - Any major repairs required during service
7. ALL RESPONSIBLE SOURCES MAY SUBMIT A PROPOSAL IN WHICH WILL BE REVIEWED AND CONSIDERED BY UNICOR, FEDERAL PRISON INDUSTRIES.

Section D: Packaging and Marking

PACKAGING

The Contractor shall package all equipment, components, accessories, consumables, and documentation in accordance with standard commercial practices that ensure safe and damage free delivery to the destination. All packaging, postage fees and payment related to submitting information, forms and reports, etc. to the Government (i.e. Contracting Officer, Contracting Officer's Representative) shall be paid by the Contractor.

Packaging shall:

- Protect all items from damage during handling, shipment, and storage
- Prevent exposure to moisture, dust, vibration, and impact
- Include internal bracing, cushioning, or blocking as necessary
- Be suitable for freight transport, including palletization when appropriate
- Comply with all applicable carrier requirements and industry standards

All packaging materials shall be new, clean, and free from defects that could compromise product integrity.

MARKING

Each shipping container shall be clearly marked on the exterior with the following information:

- Purchase Order Number
- Contractor Name and Address
- Destination Address:
  FCI Butner – Medium II
  Attn: Butner Optics
  2 Old NC Hwy 75
  Butner, NC 27509
- Item Description
- Quantity
- Handling Instructions (e.g., Fragile, This Side Up, Keep Dry)
- Package Number (e.g., Box 1 of 4)

Individual items inside the container shall be marked in accordance with standard commercial labeling practices, including:

- Manufacturer name
- Model or part number
- Serial number (if applicable)
- Safety or hazard markings (if applicable)

FOB DESTINATION

All shipments shall be delivered FOB Destination, meaning the Contractor is responsible for:

- All freight charges
- Insurance
- Import duties (if applicable)
- Delivery to the final Government location

Section E: Inspection and Acceptance

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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.

Section F: Deliveries and Performance

PLACE OF DELIVERY

All items and services shall be delivered and performed at:

FCI Butner – Medium II

Attn: Butner Optics

2 Old NC Hwy 75

Butner, NC 27509

DELIVERY SCHEDULE

The Contractor shall propose a delivery schedule that includes:

- Delivery of all equipment
- Installation start date
- Commissioning and testing timeline
- Training schedule

The Government will evaluate delivery time as a significant factor in award.

INSTALLATION AND SETUP SCHEDULE

Installation shall begin within 10 business days of equipment arrival unless otherwise approved. Installation includes:

- Equipment placement
- System integration
- Calibration and configuration
- Functional testing

TRAINING SCHEDULE

Training shall begin **after successful commissioning** and continue for the required duration. Training must occur during normal facility hours:

Monday–Friday, 8:00 AM to 4:00 PM Eastern Time, excluding federal holidays.

PERFORMANCE MILESTONES

1. Delivery of all equipment
2. Installation and setup
3. Commissioning and functional acceptance testing
4. Training completion
5. Final acceptance

DELAYS

- **Government caused delays** (e.g., incomplete utilities) may be invoiced at the approved daily/weekly rate.
- **Contractor caused delays** shall be corrected at no additional cost to the Government.

FINAL ACCEPTANCE

Final acceptance will occur only after:

- Successful installation and commissioning
- Completion of all required training
- Verification that all equipment meets technical specifications
- Submission of all required documentation
- Correction of any deficiencies

Written acceptance will be issued by the Government.

Section G: Contract Administration Data

ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT AWARD AND ADMINISTRATION

Contract Administration of this contract shall be performed by: Chad Privett, Contract Specialist

E-mail: chad.privett2@usdoj.gov

Written communications shall make reference to the solicitation number and shall be mailed to the above address, or sent via email to chad.privett2@usdoj.gov

The Contracting Officer (CO) has the overall and primary responsibility for the administration of this Contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to: modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions involving deductions from contract payments or other consideration due to the Government, for nonperformance or unsatisfactory performance, whether or not in dispute; terminate the contract for convenience or default; issue final decisions regarding contract questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

(b) The COR is responsible, as directed by the CO, for: 1. receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; 2. providing direction to the contractor which clarifies the contract effort; 3. fills in details or otherwise serves to accomplish the contractual Scope of Work; 4. evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

CONTRACTING OFFICER REPRESENTATIVE.

The following individual is hereby designated to act as Contracting Officer's Representative (COR) under this contract:

William Banner, Senior Operations Manager

Email: william.banner2@usdoj.gov

(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.

The Contractor shall provide a Project Manager who is responsible for all activities associated with the project. This Project Manager must be available whenever work is being performed.

Section H: Special Contract Requirements

Award will be made to the offeror, pursuant to an affirmative determination of responsibility, whose offer conforms to the terms of the solicitation, and is determined to be in the best interest of the Government, based upon evaluation of the factors included in this solicitation.

Security and Access Requirements

Contractor personnel requiring access to FCI Butner – Medium II for the pre bid meeting, site visit, installation, training, or any other onsite activity shall comply with all institution security procedures.

SUBMISSION OF CLEARANCE INFORMATION

The Contractor shall submit the following information for each individual requesting access:

- Company name
- Full name of each attendee
- Phone number for each attendee
- Completed Authorization for Release of Information – Criminal History Check (NCIC) form

All required information shall be submitted to:

- Stephen Seaman – stephen.seaman2@usdoj.gov
- Michael Smith – michael.d.smith2@usdoj.gov
- Chad Privett – chad.privett2@usdoj.gov

Submission Deadline: Tuesday, June 09, 2026 at 8:00 AM

The Contractor shall also provide a company point of contact and phone number for notification in the event an NCIC check is denied.

BACKGROUND CHECKS

A background investigation will be conducted for all individuals requesting access. Clearance must be granted prior to entry into the institution.

The Government reserves the right to deny access to any individual based on the results of the NCIC check or institutional security concerns.

ENTRY REQUIREMENTS

All contractor personnel approved for entry shall:

- Present a valid photo identification
- Provide their vehicle license plate number upon arrival
- Arrive at least 15 minutes early to allow for security screening

Failure to comply may result in delayed or denied entry.

PROHIBITED ITEMS

The following items are strictly prohibited inside the institution:

- Weapons of any kind (including pocketknives)
- Cell phones
- Blackberries
- Pagers

- Radios
- Cameras
- Illegal drugs
- Alcohol

Contractors shall ensure all personnel comply with these restrictions. Violations may result in removal from the facility and termination of access privileges.

DRESS CODE REQUIREMENTS

Contractor personnel shall adhere to the following dress code:

- Jeans are permitted
- Shorts are not permitted
- Green or khaki colored clothing is not permitted (to avoid resemblance to inmate attire)
- Clothing must be professional, appropriate, and suitable for the services being performed

The Government reserves the right to deny entry to any individual whose attire is deemed inappropriate or poses a security concern.

SUBMISSION AND PAYMENT OF INVOICES

Reference Standard Contract Clause entitled "Prompt Payment for Construction Contracts" (FAR 52.232-27) of this solicitation.

All invoices shall include the complete contract number and delivery order number and line item(s) billed.

Pay Applications and Certified Payrolls shall be submitted to:

UNICOR FPI CENTRAL ACCOUNTS PAYABLE

PO BOX 11849

LEXINGTON, KY 40578-1849

OR EMAIL TO ACCOUNTS.PAYABLE@CENTRAL.UNICOR.GOV

Due to mail delays caused by security precautions, do not use U.S. Postal Service mail. Packages from any of the messenger services (FedEx, UPS, DHL, etc.) are accepted at this address.

Delay in contractor payment due to invoice submission to any address other than the physical or email address listed above shall be the fault of the contractor, and payment will be processed only upon receipt at the physical or email address noted above, and after approval by project COR.

ALL INVOICES SHALL REFERENCE THE CONTRACT NUMBER.

All invoices must match the contract dollar amount and payments will only be processed upon approval by project COR and Contracting Officer.

PREFERED METHOD: Submission of "Invoices by E-mail":

Original application for payment shall be prepared on AIA (American Institute of Architects) Form G-702 "Application and Certificate for Payment" and submitted to the Contracting Officer. The contractor may use another form; however, it shall contain similar information as the AIA Form G-702. The Contracting Officer and the Contracting Officer's Representative (COR) will approve the amount of payment by signing. The approved application for payment shall be forwarded as follows: Original to Accounting; Copy for Contract Award File. (1) All small business contractors are

required to self-certify on all invoices their small business status. (2) The following information is required with each application for payment:

(a) Name and address of contractor

(b) Contract number

(c) Contractor invoice/application for payment number

(d) Description, price, and quantity of construction completed/rendered

(e) Payment terms (reference the contract payment clause)

(f) Other substantiating documentation or information required by the contract

(g) Name, title, and phone number of official to be notified

(h) Include the Contract/Delivery Order Number: 146XXXXXXX/145XXXXXXX

(i) Contractor TIN (Tax ID Number)

LIABILITY COVERAGE / INSURANCE

52.228-5 Insurance-Work on a Government Installation

Insurance-Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(a) (In accordance with Standard FAR Contract Clause 52.228-5 entitled "Insurance - Work on a Government Installation (JAN 1997) the Contractor shall procure and maintain, during the entire period of his performance under this contract, the following minimum insurance:

(1) General Liability Insurance

Bodily injury liability insurance, in the minimum limit of $500,000 per occurrence is required on the comprehensive form policy.

(2) Automobile Liability Insurance

This insurance is required on the comprehensive form policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles sued in connection with the performance of the contract.

At least, the minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage shall be required.

(3) Workmen's Compensation and Employer's Liability Insurance

Employer's liability coverage is required in the minimum amount of $100,000 or as required by the state where the project is performed.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation of any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert in all subcontracts the required insurance information provided above, including this paragraph (c).

GOVERNMENT PROPERTY

The Contractor shall be responsible for all government property in its custody if applicable. Any incidents of damage or loss shall be reported to the COR in writing within one (1) working day.

CONTACTOR'S RESPONSIBILITIES

It is the responsibility of the Contractor to follow any Special Security Requirements of the facility where the work is performed in the performance of the contract and to consider the effects of those security requirements in the pricing of the proposal.

The Contractor is required to furnish all services, materials, labor, tools, and equipment necessary to fulfill the work as set out in the Statement of Work.

The Contractor is required to keep an open dialogue with CO, COR and any designated representatives named within executed contract.

The Contractor is to notify the Project COR and/or Contracting Officer when problems arise and offer possible solutions. The Contractor must promptly report to the Project COR and/or Contracting Officer any ambiguities, discrepancies and/or apparent wage violations when discovered in the performance of this Statement of Work.

The Contractor must be aware of standards, codes, requirements and guidelines governing the construction of Government buildings.

The Contractor shall comply with all local, state, and federal building codes and life safety codes.

The Contractor shall be responsible for all office supplies, included but limited to, pencils, pens, calculators, binders, paper, printers, fax machines, markers, whiteboards, hole punches, staples, etc. The office supplies are not provided as part of this Statement of Work.

It shall be the sole responsibility of the Contractor to obtain all information required to successfully carry out each contract task, other than the information provided by the project COR.

Part II Contract Clauses

Section I: Contract Clauses

52.212-4, (November 03, 2025)(DEVIATION) Terms and Conditions - Commercial Items.

(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 Government wide 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—

(ii) 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.

52.202-1, Definitions (Jun 2020)

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

52.203-17 (Nov 2023) Contactor Employee Whistleblower Rights

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

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

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

52.216-18, (Aug 2020) Ordering

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 the date of the award of this contract (1) year thereafter.

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. Orders may be issued orally or by electronic commerce

52.222-35, (December 08, 2025) (DEVIATION) Equal Opportunity for Veterans

52.222-36, (December 08, 2025) (DEVIATION) Equal Opportunity for Workers with Disabilities

52.222-37, (December 08, 2025) (DEVIATION) Employment Reports on Veterans

52.222-43, (December 08, 2025) (DEVIATION) Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)

52.222-50, (December 08, 2025) (DEVIATION) Combating Trafficking in Persons

52.222-53, (December 08, 2025) (DEVIATION) Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements

52.222-54, (December 08, 2025) (DEVIATION) Employment Eligibility Verification

52.222-62, (December 08, 2025) (DEVIATION) Paid Sick Leave under Executive Order 13706

52.222-90 (April 2026) (DEVIATION) Addressing DEI Discrimination by Federal Contract

Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.223-5, (May 2024) Pollution Prevention and Right-to-Know Information

52.224-3, (Jan 2017) Privacy Training

52.226-6, (August 22, 2025) (DEVIATION) Promoting Excess Food Donation to Nonprofit Organizations.

52.229-2, (Aug 2025) (DEVIATION) North Carolina State and Local Sales and Use Tax

52.229-3, (August 22, 2025) (DEVIATION) Federal, State, and Local Taxes

52.232.29, (Nov 2021) Terms for Financing of Purchases of Commercial Products and Commercial Services.

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

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

52.233-3, (November 03, 2025) (DEVIATION) Protest after Award

52.233-4, (November 03, 2025) (DEVIATION) Applicable Law for Breach of Contract Claim

52.247-34, F.O.B. Destination, (Jan 1991) delivery shall be FOB destination to

UNICOR, Federal Prison Industries

FCI Butner – Medium II

Old NC HWY 75

Butner, NC 27509

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.

DOJ-01 Whistleblower Information Distribution

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.906 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

DOJ-02 Contractor Privacy Requirements

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)

"[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/learndoj. 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 therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and

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

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

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

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

(5) Reporting Actual or Suspected Data Breach

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

a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.015, 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

DOJ-03 Personnel Security Requirements for Contractor Employees (NOV 2021) (Alt. I) Classified Information – Cleared Contractors

Work performed under this contract will involve any one or more of the following: access to DOJ Information, which may include Controlled Unclassified Information (CUI), i.e., unclassified, sensitive DOJ information, and/or access to DOJ Information Technology (IT) systems, and/or unescorted access to DOJ space or facilities. Contractor employees will occupy Public Trust Positions, unless clause alternates are applied.

___ (Check if applicable) Access to/safeguarding of classified information will be required. Alternate I sections also apply

1. General Requirements

(a) (1) All references to “contract(or) personnel” and “contract(or) employee” in this clause means all individuals, without limitation, to include individuals employed by the contractor, team member, subcontractor, consultant, and/or independent contractor, who will have access to information of the Department of Justice (DOJ) or information that is within the custody and control of the DOJ, access to DOJ IT systems, and/or unescorted access to DOJ facilities/space in connection with the performance of this contract. “Employment” as used herein does not create nor imply an employer/employee relationship between the DOJ and contractor employees.

(Alt. I) [The following is added to the clause]: (2) Additionally, work performed under this contract will involve access to classified information [National Security Information (NSI)].

(b) (1) The type of security investigation required for each contractor employee will be governed by the type and risk level of information made available to the contractor employee. The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the Security Programs Manager (SPM), in consultation with the Contracting Officer’s Representative if one is appointed, have received the requisite security approval.

(Alt. I) [The following is added to the Clause]: (2) All contractor employees requiring access to classified information will be processed by Defense Counterintelligence and Security Agency (DCSA) in accordance with the National Industrial Security Program (NISP). The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the SPM in consultation with the Contracting Officer’s Representative (COR) if one is appointed, have received the requisite NSI Clearance.

(c) Except where specifically noted otherwise, the federal government will be responsible for the cost and conduct of the investigation.

(d) The contractor shall ensure that no contractor employee commences performance prior to receipt of a written authorization from the contracting officer, COR, or the SPM that performance by the respective contractor employee is authorized.

(e) The data and other information to which the contractor may have access as a result of this contract is the property of, and/or within the custody and control of, the Department, and its disclosure to third parties is governed by various statutes and regulations, the violation of which may subject the discloser to criminal penalties.

2. Citizenship and Residency Requirements

(a) Residency Requirement. (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department's residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities. For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances. The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access provided that an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

(Alt. I) [The following is added to the clause]: (2) The residency requirement does not apply to contractor employees working on the classified portion of this contract whose national security clearance has been processed by DCSA in accordance with the NISP.

(b) Citizenship. (1) Aside from the specific exceptions set forth in Section 1.2(b)(2), for Public Trust positions, the DOJ requires that contractor employees be U.S. citizens and nationals, or lawful permanent residents seeking U.S. citizenship. Any prospective non-U.S. citizen contractor employee who requires access to DOJ information systems, DOJ information, and/or unescorted facilities access must also have been granted a waiver as described below in paragraphs 1.2(d) and/or (e). The contractor is responsible for verifying that the non-U.S. citizens working under this contract are lawful permanent residents seeking U.S. citizenship.

(2) Exception for Certain Non-U.S. Citizen Contractor Employees: (i) Non-U.S. citizen expert witnesses, litigative consultants, and interpreters in rare foreign languages are not required to be lawful permanent residents seeking U.S. citizenship. However, they must be granted a waiver for access to unclassified DOJ information, whether CUI or not, DOJ IT systems, and/or unescorted facility access, as described below in paragraph 1.2(d) and (e), regardless of the duration of their duties. (ii) Non-U.S. Citizen contractor employees residing in foreign countries who are hired to work for the Department of Justice in American embassies/consulates/missions outside of the United States are not required to be lawful permanent residents seeking U.S. citizenship.

(Alt. I) [The following is added to the Clause]: (3) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(c) Dual Citizenship. (1) U.S. citizens who hold dual citizenship with a foreign country are considered U.S. citizens within the meaning of this clause, and may be considered for, but are not entitled to, contract employment as U.S. citizens consistent with this clause. The means by which the contractor employee obtained or exercises his or her dual citizenship status will be a consideration in the Public Trust Investigation (PTI) adjudication, and/or waiver approval processes discussed in this clause.

(Alt. I) [The following is added to the clause]: (2) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(d) Access to DOJ Information Technology Systems. Non-U.S citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

(e) Access to Unclassified DOJ Information and Unescorted Access to DOJ Facilities or Space. (1) Except as provided under 1.2(b)(2), non-U.S. citizens are not authorized to access DOJ information and/or unescorted access to DOJ facilities or space, unless a waiver has been granted by the DSO, allowing access by the non-U.S. citizen. Such a waiver will be granted on a case-by-case basis where justified at the discretion of the DSO.

3. Background Investigation Requirements

(a) (1) Unless otherwise stated below, all contractor personnel are subject to a Public Trust Investigation (PTI). The SPM will determine the type of investigation for each contractor employee based on the risk category (i.e., the nature of the position and degree of harm that could be caused by the individual in that position) and whether the position is long-term or short-term. The PTI risk categories are listed below.

(i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.

(ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is required.

(iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is required.

(Alt. I) [The following is added to the clause]: (2). Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(b) Exception for Expert Witnesses. Expert Witnesses, litigative consultants, and interpreters in rare foreign languages may not be subject to full background investigation requirements if alternative security requirements are approved by the DSO.

(c) Short-Term U.S. Citizen Contractor Employees. Other than the exception in Section 1.3(b), short-term contractor employees (6 months or less) who are U.S. citizens are not subject to a full background investigation, however, must receive an approved pre-employment background investigation waiver. The required forms to complete and submit are listed in Section 1.4(b) and (c)(2).

(d) Long-Term U.S. Citizen Contractor Employees. Other than the exception in Section 1.3(b), all long-term U.S. citizen employees (longer than 6 months) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(e) Non-U.S. Citizen Contractor Employees. Other than the exception in 1.3(b), all non-U.S. citizen contractor employees regardless of performance duration (short or long term) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(f) Reciprocity. (1) A Public Trust Investigation will be accepted under reciprocity if it meets the following guidelines: (i) the investigation is current (investigations are considered current if completed within the last five years) and favorably adjudicated, or the reinvestigation has been deferred; (ii) the investigation meets or exceeds the level of investigation required for the DOJ contractual instrument; (iii) there has been no continuous (not cumulative) break in federal contract/service employment of two years or more; (iv) there is no derogatory information since the favorable fitness determination or adjudication that calls into question the individual's fitness based on character or conduct; and (v) the investigative record does not show conduct that is incompatible with the core duties of the new contract position. A "core duty" is a continuing responsibility that is of particular importance to the relevant covered position or the achievement of an agency's mission. Core duties will vary from position to position.

(Alt. I) [The following is added to the clause]: (g) National security investigations will be accepted from other federal agencies under reciprocity guidelines provided all of the following are true: (i) The new position does not require a higher eligibility than what the subject currently possesses; (ii) the existing eligibility is not granted on an interim or temporary basis, or limited or one-time basis; (iii) the covered individual's eligibility is not currently denied, revoked, or suspended; (iv) the favorable adjudication was based on the 13 Adjudicative Guidelines (SEAD 4) and E.O. 12968. Agencies may accept eligibility recorded with an exception based on their own risk assessment; (v) the most recent background investigation is not more than seven years old; (vi) there is no new derogatory information of national security adjudicative relevance that has been reported/developed since last investigation; (vii) the Bond Amendment disqualifier (SEAD 4) does not apply and individual requires SCI, SAP, or restricted access; and (viii) the subject does not have a break in federal service of 24 months or longer.

4. Background Investigation Process

(a) e-QIP (or its successor). Public Trust background investigations/reinvestigations of contractor employees will be performed by the DCSA. The investigative process requires contractor employees to complete the Electronic Questionnaires for Investigations Processing (e-QIP) and provide additional information as specified in paragraph 1.4(b) below. Immediately after contract award, the contractor shall designate an employee as its "e-QIP Initiator" and provide the name of this person to the SPM. The e-QIP Initiator must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator's security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The contractor will then be responsible for initiating investigations for all contract personnel, whose previous investigation does not meet reciprocity, in e-QIP for completion of the security questionnaire form and forwarding the electronic form with the remainder of the security package to the SPM. Subject to the prior written approval of the SPM, the contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being provided access to e-QIP.

(b) Additional Documentation. (1) In addition to completing the e-QIP questionnaire (see 1.4(a), above), the contractor shall ensure that each contractor employee occupying Public Trust Positions, including short-term employees, completes and submits the following information through the contractor's Corporate Security Officer:

(i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.

(ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.

(iii) OF-306, Declaration for Federal Employment.

(iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.

(v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.

(vi) Additional information as may be required based on the review of the security questionnaire form.

The contractor shall review all forms/documents to ensure each is complete, accurate and meets all DOJ requirements, including applicable residency and citizenship requirements. The contractor shall resolve any issues or discrepancies with the contractor employee, including resubmission of corrected forms or documentation. Completed forms/documents shall be submitted to the SPM (or designee, which may include the COR) within five (5) calendar days after being finalized.

(c) Adjudication and Pre-Employment Background Investigation Waivers

(1) Except as set forth in this section, background investigations must be conducted and favorably adjudicated for each contractor employee prior to commencing their work on this contract. Where programmatic needs do not permit the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for public trust contractors can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee's favor. When a waiver has been disapproved, the CO, in consultation with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);

2. Verification of compliance with the DOJ Residency Requirement of this Clause;

3. Favorable review of the security questionnaire form;

4. Favorable FBI fingerprint results;

5. Favorable credit report;

6. Favorable review of the OF-306 form, Declaration for Federal Employment;

7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and

8. Receipt of the signed DOJ Self-Reporting Requirements for All Contractor Personnel (see Section 6, below).

(3) The investigating agency (DCSA) will provide the SPM with the results of each proposed contractor employee's Public Trust investigation. Upon receipt of the investigation and any other pertinent documents from the investigating agency, the SPM will determine whether each proposed contractor employee should be granted employment security approval.

(4) The COR will notify the contractor of the results of Public Trust background investigations as they are completed and adjudicated, including any individual who is found ineligible for employment security approval. For any individual found ineligible for employment on a Department contract, the contractor shall propose a replacement and initiate the background investigation process consistent with this clause.

(Alt. I) [The following is added to the clause]:

(5) (1) For classified contracts, the contractor shall possess or be capable of obtaining a Department of Defense Central Adjudication Facility (DODCAF) Defense Industrial Security Clearance Facility Cage Code and the security clearance required to fully perform this contract. As directed by the COR or SPM, the contractor shall submit the contract. Where programmatic needs do not permit the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for public trust contractors can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee's favor. When a waiver has been disapproved, the CO, in consultation with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);

2. Verification of compliance with the DOJ Residency Requirement of this Clause;

3. Favorable review of the security questionnaire form;

4. Favorable FBI fingerprint results;

5. Favorable credit report;

6. Favorable review of the OF-306 form, Declaration for Federal Employment;

7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and

8. Receipt of the signed DOJ Self-Reporting Requirements for All Contractor Personnel (see Section 6, below).

(3) The investigating agency (DCSA) will provide the SPM with the results of each proposed contractor employee's Public Trust investigation. Upon receipt of the investigation and any other pertinent documents from the investigating agency, the SPM will determine whether each proposed contractor employee should be granted employment security approval.

(4) The COR will notify the contractor of the results of Public Trust background investigations as they are completed and adjudicated, including any individual who is found ineligible for employment security approval. For any individual found ineligible for employment on a Department contract, the contractor shall propose a replacement and initiate the background investigation process consistent with this clause.

(Alt. I) [The following is added to the clause]:

(5) (1) For classified contracts, the contractor shall possess or be capable of obtaining a Department of Defense Central Adjudication Facility (DODCAF) Defense Industrial Security Clearance Facility Cage Code and the security clearance required to fully perform this contract. As directed by the COR or SPM, the contractor shall submit the (i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access badge. PIV cards require additional processing time and will not likely be issued on the same day.

(ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the

COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

6. Employee Reporting Requirements

(a) All contractor employees must sign the DOJ Self-Reporting Requirements for All Contractor Personnel statement acknowledging and accepting the DOJ requirement that they immediately self-report certain information using the Department's iReport system. The COR or SPM will provide the Self-Reporting statement as well as a list of reportable information, which varies by position sensitivity designation, to the contractor employee before commencing work under the contract. If the contractor employee does not have access to the DOJ iReport System, the COR or SPM will provide a fillable form for the contractor employee to complete and submit.

(b) The COR and SPM will review the written report and documentation and make a determination regarding continued employment on a DOJ contract.

(c) DOJ reporting requirements are in addition to the DCSA reporting requirements and the contractor's internal reporting requirements.

7. Replacement Personnel

(a) The contractor shall make every effort to avoid costs to the government for security investigations for replacement of contractor employees, and in so doing shall ensure that otherwise satisfactorily performing and physically able contractor employees remain in contract performance for the duration of the contract. The contractor shall take all necessary steps to ensure that contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and able to meet all other requirements stipulated in the contract.

(b) The fact that the government performs security investigations shall not in any manner relieve the contractor of its responsibility to ensure that all contract personnel are reliable and of reputable background and sound character. Should a security investigation conducted by the government and/or a contractor's self-report or failure to self-report render ineligible a contractor employee, the contracting officer will determine whether the contractor has violated this clause. The contracting officer may direct the contractor, at its own expense, to remove and replace any contractor personnel who fails to comply with or violates applicable requirements of this contract. Such action may be taken at the government's direction without prejudice to its rights under any other provision of this contract, including termination for default, and the contractor may be held liable, at a minimum, for all reasonable and necessary costs incurred by the government to (i) provide coverage (performance) through assignment of individuals employed by the government or third parties in those cases where absence of contractor personnel would cause either a security threat or DOJ program disruption and (ii) conduct security investigations in excess of those which would otherwise be required.

(c) Nothing in this clause shall require the contractor to bear costs involved in the conduct of security investigations for replacement of a contractor employee who separates from the contractor of his/her own accord, is incapacitated, or is deceased.

(d) The contractor shall comply with the terms and conditions set forth under this clause and assumes all liability for failure to comply. The rights and remedies conferred upon the government by this clause are in addition to all and other rights and remedies pursuant to the contract and as established by law.

(End of Clause)

PART III: Documents, Exhibits, Attachments

52.212-1, (November 03, 2025)(DEVIATION) Instructions to Offerors – Commercial Products and Commercial Services

52.212-2 (November 03, 2025)(DEVIATION) Evaluation - Commercial Products and Commercial Services

The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer(s) 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: Non-Cost Factors

Ability to meet Specification

Product/Services must meet or exceed the specifications as provided in the solicitation document.

Failure to meet the specification will result in your offer no longer being considered for award.

Past Performance

Offeror' s Past Performance will be evaluated to assess the offeror's willingness/ability to honor its contractual responsibilities, and commitment to customer satisfaction. The evaluation of past performance will utilize information provided in the offeror' s presentation, through interviews with previous customers, and any other relevant information gathered from public records or other sources. The following kinds of information may be relevant to the evaluation of past performance: adherence to contract schedules, administrative aspects of performance, servicing of products towards cost efficiency, commitment to customer satisfaction, businesslike concern for the interest of the customer, ability to service a wide geographical area, and depth, breadth relevance, and currency of the offeror' s work experience. Satisfaction with the Government, public and private agencies. Timeliness of performance, taking into account excusable delays.

Cost Factors

Price

All offeror(s) are required to submit a comprehensive list of prices for all products proposed. The price proposal will be evaluated through price competition of this acquisition and the Government Estimate. Technical and past performance, when combined, are equal.

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. 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 sub factors, 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:

Poor – Unfavorable

Marginal- More unfavorable than unfavorable Good - More favorable than unfavorable Excellent - Entirely Favorable

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.

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.

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

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

52.222-52 (December 08, 2025) (DEVIATION) Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

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

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

www.acquisition.gov

Section J: List of Attachments

ACH VENDOR ENROLLMENT FORM

BP-A0660 NCIC CHECK

Business Management Questionnaire

Part IV Representations and Instructions

Section K: Representations and Certifications

Per FAR 52.204-19 Incorporation by reference of Representations and Certifications.
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

Section L: Instructions to Offerors

GENERAL INSTRUCTIONS

Offerors shall submit proposals in accordance with the instructions contained in this section. Failure to follow these instructions may result in the proposal being deemed non-responsive or eliminated from further consideration.

The Government intends to award a contract for the delivery, installation, setup, commissioning, and training associated with a complete Anti-Reflective (AR) Coating Laboratory at FCI Butner – Medium II.

PROPOSAL SUBMISSION REQUIREMENTS

SUBMISSION FORMAT

Proposals shall be submitted electronically in PDF format to the email addresses listed in the solicitation cover page.

Each volume shall be clearly labeled with the Offeror's name, solicitation number, and volume title.

PROPOSAL ORGANIZATION

Offerors shall submit proposals in the following volumes:

- Volume I – Technical Proposal
- Volume II – Past Performance
- Volume III – Price Proposal
- Volume IV – Representations & Certifications (Section K)
- Each volume shall be separate and complete.

VOLUME I – TECHNICAL PROPOSAL

The Technical Proposal shall demonstrate the Offeror's capability to deliver, install, and train Government personnel on a fully operational AR Coating Laboratory. At a minimum, the proposal shall include:

DELIVERY PLAN

- Proposed delivery schedule for all equipment
- Transportation method and packaging approach
- Identification of any long-lead items
- Confirmation of ability to meet or exceed required delivery timeframes

INSTALLATION AND SETUP PLAN

Offerors shall describe:

- Installation methodology for all AR coating equipment
- Required utilities and facility interfaces
- Equipment placement and integration plan
- Calibration, configuration, and functional testing procedures
- Estimated installation timeline

TRAINING PLAN

Offerors shall provide a detailed training plan that includes:

- Training curriculum and topics
- Number of training days (minimum 14 days)
- Number and qualifications of instructors
- Hands-on training approach for Government staff
- Training materials, manuals, and documentation provided
- Technical Specifications Compliance

Offerors shall provide:

- Response demonstrating compliance with all technical requirements in Section C
- Manufacturer datasheets, brochures, and performance specifications
- Warranty information

VOLUME II – PAST PERFORMANCE

Offerors shall submit past performance information for three (3) to five (5) contracts performed within the last five years that are similar in size, scope, and complexity.

For each reference, provide:

- Customer name and address
- Solicitation number
- Period of performance
- Description of work performed
- Dollar value
- Point of contact (name, phone, email)

The Government may use CPARS, PPIRS, or other sources to verify past performance.

VOLUME III – PRICE PROPOSAL

The Price Proposal shall include:

- A complete price breakdown for all equipment, materials, installation, and training
- Labor categories, hours, and rates
- Travel costs (if applicable)
- Optional extended training rates
- Any discounts or quantity price reductions
- Prices shall be submitted in accordance with FAR 52.212-1 and 52.212-3.

VOLUME IV – REPRESENTATIONS AND CERTIFICATIONS

Offerors shall complete:

- All required SAM.gov representations and certifications
- All Section K certifications included in this solicitation
- Any additional agency-specific certifications
- Site Visit Requirements
- Offerors are required to attend the pre-proposal site visit.
- All attendees must comply with the security requirements outlined in Section H, including:
- Submission of NCIC background check forms
- Providing company name, attendee names, and phone numbers
- Bringing valid photo identification
- Complying with prohibited items and dress code restrictions
- Failure to obtain clearance may prevent participation in the site visit.

QUESTIONS AND CLARIFICATIONS

All questions shall be submitted in writing to the Contracting Officer by the date specified in the solicitation.

Responses will be provided via amendment to the solicitation.

PROPOSAL VALIDITY

Proposals shall remain valid for 90 days from the date of submission unless otherwise specified.

PROPRIETARY INFORMATION

Offerors shall clearly mark any proprietary or confidential information.

The Government will protect such information to the extent permitted by law.

AWARD WITHOUT DISCUSSIONS

The Government reserves the right to make an award without discussions.

Offerors are encouraged to submit their best terms with their initial proposal.

Section M: Evaluation Factors

BASIS FOR AWARD – TRADEOFF PROCESS

The Government intends to make a single award using the tradeoff process described in FAR 15.103 1. Award will be made to the offeror whose proposal represents the best value to the Government, considering the evaluation factors listed below.

The Government reserves the right to award to other than the lowest priced offeror if a higher priced proposal provides superior value in terms of Past Performance, Delivery Time Frame, or Technical Specifications.

EVALUATION FACTORS

Proposals will be evaluated based on the following factors:

1. Technical Specifications
2. Delivery Time Frame
3. Past Performance
4. Price

RELATIVE IMPORTANCE OF FACTORS

- Technical Specifications, Delivery Time Frame, and Past Performance are significantly more important than Price.
- Among the non-price factors:
  - Technical Specifications is the most important
  - Delivery Time Frame is the next most important
  - Past Performance is the third most important

When combined, the non-price factors are substantially more important than Price.

As technical merit increases, the Government may award to a higher priced offeror if the added value is determined to be worth the price premium.

TECHNICAL SPECIFICATIONS EVALUATION

The Government will evaluate the extent to which the proposed solution meets or exceeds the required technical specifications, performance characteristics, and functional requirements described in Section C. Proposals demonstrating superior capability, enhanced performance, or reduced technical risk may receive higher ratings.

DELIVERY TIME FRAME EVALUATION

The Government will evaluate the offeror's proposed delivery and installation schedule, including:

- Ability to meet or exceed the required delivery timeframe
- Realism and feasibility of the proposed schedule
- Risk of delay

Earlier delivery that is realistic and achievable may be considered more favorably.

PAST PERFORMANCE EVALUATION

Past performance will be evaluated for:

- Quality of products and services
- Timeliness of delivery and installation
- Customer satisfaction
- Performance on similar or relevant contracts
- Responsiveness and problem resolution

The Government may use information from CPARS, PPIRS, questionnaires, or any other reliable source.

Offerors with no past performance history will receive a neutral rating.

PRICE EVALUATION

Price will be evaluated for:

- Reasonableness
- Balance
- Completeness

Price is less important than the non-price factors but will still be considered in determining best value.

BEST VALUE DETERMINATION

The Government will make an integrated assessment of all evaluation factors. A higher priced proposal may be selected if the Government determines that the technical advantages, delivery benefits, or superior past performance justify the additional cost.