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

1. REQUISITION NUMBER

PAGE 1 OF Page 1 of 38

2. CONTRACT NO.

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

4. ORDER NUMBER

5. SOLICITATION NUMBER: SV0219-26

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: 07/07/2026 2:00 PM

9. ISSUED BY CODE BUT1

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

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

NAICS: 423460

SIZE STANDARD: 250 Emp

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<br>1620000371 | | | | |

*(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

TERMS OF DELIVERY ARE F.O.B. DESTINATION TO

UNICOR, Federal Prison Industries

FCI Butner – Medium II

Old NC HWY 75

Butner, NC 27509

Federal Prison Industries plans to enter a twelve (12) month, with (4) twelve (12) month option periods; Firm-Fixed Price Indefinite Delivery Indefinite Quantity Type Contract, with an Economic Price Adjustment (EPA) every twelve (12) months (PCU423460423460). An EPA is the responsibility of the Awardee and must be requested in writing. Quantities listed with this solicitation are estimates only for a 5-year period

Interested Vendor(s) who do not agree with the Producer Price Index listed above are required to submit the price index they believe is correct to the contracting officer at least five (5) days prior to the due date for offers.

**THIS SOLICITATION IS A 100% SMALL BUSINESS SET-ASIDE**

NAICS: 423460

PSC: 6540

The Small Business Administration size standard is 250 employees

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

UNICOR's delivery is 30 Days After receiving Delivery Order (ARO) or sooner. Delivery Orders will be issued in accordance with FAR 52.216-19.

Any contract resulting from this solicitation is not a funding obligation. Funding obligations will be issued by delivery orders.

Offers shall be submitted on the SF1449

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

VENDOR'S UEI NUMBER:_____

VENDOR’S POINT OF CONTACT:_____

VENDOR'S TELEPHONE & FAX NUMBER: _____

VENDOR'S EMAIL ADDRESS: _____

VENDOR'S BUSINESS SIZE (i.e. SMALL,LARGE,ETC.): _____

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

_____ Signature

The Administrative Contracting Officer: Chad Privett, Contracting Officer

The Contracting Officer Representative: TBD

Terms:

## SECTION B
## SUPPLIES OR SERVICES AND PRICES/COSTS

| Item No. | SUPPLIES OR SERVICE | Quantity | U/M | UNIT PRICE | AMOUNT IN US$ | Delivery Date |
|---|---|---|---|---|---|---|
| 00001 | FRRM | 6,900 | EA | | | |
| FPI-1 49.17.135 BLK [A] | | | | | | |
| 00002 | FRRM | 1,200 | EA | | | |
| FPI-1 49.17.135 TORT [B] | | | | | | |
| 00003 | FRRM | 30,000 | EA | | | |
| FPI-1 51.17.140 BLK [C] | | | | | | |
| 00004 | FRRM | 4,200 | EA | | | |
| FPI-1 51.17.140 TORT [D] | | | | | | |
| 00005 | FRRM | 41,700 | EA | | | |
| FPI-1 54.17.145 BLK [E] | | | | | | |
| 00006 | FRRM | 2,700 | EA | | | |
| FPI-1 54-17.145 TORT [F] | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 00007 | FRRM | 11,700 | EA | | | |

FPI-1 57.17.150 BLK [G]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00008 | FRRM | 2,100 | EA | | | |

FPI-1 57.17.150 TORT [H]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00009 | FRRM | 1,800 | EA | | | |

FPI-2 48.20.145 BLK [O]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00010 | FRRM | 600 | EA | | | |

FPI-2 48.20.145 TORT [P]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00011 | FRRM | 2,700 | EA | | | |

FPI-2 50.20.150 BLK [Q]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00012 | FRRM | 600 | EA | | | |

FPI-2 50.20.150 TORT [R]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00013 | FRRM | 9,300 | EA | | | |

FPI-2 52.22.150 BLK [S]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00014 | FRRM | 1,200 | EA | | | |

FPI-2 52.22.150 TORT [T]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00015 | FRRM | 4,200 | EA | | | |

FPI-2 54.24.150 BLK [U]

| | | | | | | |
|---|---|---|---|---|---|---|
| 00016 | FRRM | 1,200 | EA | | | |

FPI-2 54.24.150 TORT [V]

QUANTITIES LISTED IN THE SOLCITATION ARE ESTIMATES FOR A FIVE (5) YEAR PERIOD.

Solicitation SV0219-26

Federal Prison Industries (FPI), which operates under the trade name UNICOR, is a wholly owned Government Corporation within the Department of Justice, under the Federal Prison System. The Corporation was created by Congress in 1934, and provides employment, education, and training opportunities to inmates under Federal custody. UNICOR operates approximately 80 factories in over 52 locations. Its production lines are extensive and include over 250 different products and services sold to other Federal Agencies and the Department of Defense.

GENERAL INTENTION:

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR 12 (DEVIATION) as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued. The solicitation number is SV0219-26 and this solicitation is issued as a Request For Proposals (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Revolutionary Overhaul E.O. 14275 . The North American Industry Classification System code is 423460 Ophthalmic Goods Merchant Wholesalers

SEE SECTION B FOR LIST OF ITEMS AND FULL SPECIFICATION

GUARANTEED MINIMUM AMOUNT IS $10,00.00 over the duration of the contract

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

Offerors shall submit signed and dated proposals via email and must reference solicitation number SV0219-26 to:

Chad Privett – Contracting Officer

chad.privett2@usdoj.gov

ANY QUESTIONS REGARDING REQUIREMENTS LISTED, SPECIFICATIONS OR

THE SOLICITATION PROCESS MUST BE ASKED in writing to Chad Privett at chad.privett2@usdoj.gov

At no time should offerors contact factory or Central Office staff with questions regarding this solicitation. If it is found that an interested offeror contacted factory staff or Central Office staff it may result in removal of that offeror for consideration for award.

The deadline for submission of questions is Tuesday, June 23, 2026 at 8am. No questions will be answered after this date.

CLOSING DATE AND TIME FOR THE SUBMISION OF OFFERS FOR THIS SOLICIATION IS TUESDAY, JULY 14, 2026 AT 2:00 PM

SAMPLES MUST HAVE A TRACKING NUMBER PROVIDED TO THE EMAILS ADDRESSES IN THIS SOLICITATION BY THE CLOSE DATE AND TIME OF THIS SOLICITATION.

OFFERORS MUST SUBMIT PRICING FOR ALL ITEMS IN SECTION B TO BE CONSIDERED FOR AWARD.

OFFERORS SHALL BE REQUIRED TO PROVIDE SAMPLES OF THE ITEMS LISTED IN SECTION B FOR INSPECTION AND REVIEW.

THERE IS NOT A BRAND NAME REQUIREMENT FOR THIS SOLICITATION. ANY REFERENCE TO A SPECIFIC MANUFACTURER PART NUMBER ARE FOR REFERENCE PURPOSES ONLY.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Offerors must state whether product being offered under this solicitation is manufactured :

__ In the United States

__ Outside the United States.

If outside the United States the country of origin SHALL be listed in section B with pricing as well as noted above.

NOTICE TO GOVERNMENT WHEN CONTRACTOR(S) DELAYS:

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

BEST COMMERCIAL CUSTOMER CATEGORY:

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

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

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

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

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

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

The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

**SECTION C – DESCRIPTION / STATEMENT OF WORK**

C.1. Specifications:

UNICOR Butner NC, is in need of a supplier to furnish PLASTIC FRAME WITH NO TEMPLE CORE.

FPI-1: RECTANGULAR W/ SPRING HINGE.

FPI-2 ROUND W/ STANDARD HINGE

The frames must be made of a pliable material that provides a substantial degree of durability and none of our frames can have a metal temple core. This solicitation is for completed frames, ie frame front and temple arms are attached to one another. These frames do not need any type of demo lenses in them. We manufacture prescription safety lenses in our Optics factory and install them into the provided frames.

The frames we refer to as FPI-1 must have a spring hinge.

The frames we refer to as FPI-2 must have a standard, solid hinge.

Each size is offered in 2 colors:

Black

Tortoise

A Certificate of Conformance (COC) is required with every shipment.

Notification of discontinued products shall be provided to UNICOR a minimum of 90 days prior to discontinuance so that customers can be notified and catalogs updated. Also, inventory of discontinued items may be returned for full credit.

C.2. SAMPLES

Offerors shall supply one finished sample of each of the following:

**FPI-1**:

FPI-1 49.17.135 BLACK

FPI-1 49.17.135 TORTOISE

FPI-1 51.17.140 BLACK

FPI-1 51.17.140 TORTOISE

FPI-1 54.17.145 BLACK

FPI-1 54-17.145 TORTOISE

FPI-1 57.17.150 BLACK

FPI-1 57.17.150 TORTOISE

**FPI-2:**

FPI-2 48.20.145 BLACK

FPI-2 48.20.145 TORTOISE

FPI-2 50.20.150 BLACK

FPI-2 50.20.150 TORTOISE

FPI-2 52.22.150 BLACK

FPI-2 52.22.150 TORTOISE

FPI-2 54.24.150 BLACK

FPI-2 54.24.150 TORTOISE

Each finished sample should be marked as follows:

1. UNICOR part number listed above
2. Vendor part number
3. Vendor Name

Samples will be tested and evaluated for:

1. Comparability to UNICOR samples
2. Compliance with all standards listed in statement of work
3. Quality of fully assembled product

All samples must be submitted to the following location

UNICOR, Federal Prison Industries

ATTN: Stephen Seaman

Old NC HWY 75

Butner, NC 27509

RE: SAMPLES SV0219-26

OFFERORS SHALL PROVIDE TRACKING NUMBERS OF SHIPMENTS OF SAMPLES TO:

Chad Privett

Chad.privett2@usdoj.gov

And

Stephen Seaman

Stephen.seaman2@usdoj.gov

Samples may be tested by UNICOR or by a third party. Samples will not be returned to any vendor. All samples provided will be at no charge to the Government. When having a supplier send samples on your behalf, ensure your company's name and not your suppliers name as well as all other requested information is displayed on sample. Failure to provide and adequately identify your sample will result in your offer not being considered for award.

Samples are required for this solicitation. Current or previous suppliers of this material do not need to submit finished samples, unless there is a product change or application change in proposed products. If there is no change, a written statement must be included as part of the solicitation package stating the proposed product is the same as the current products being provided. If there is a color that the current supplier has not supplied UNICOR in the past, this color sample must be supplied for approval.

After contract award, offerors may be required to submit product for random testing to ensure products are in compliance with specifications listed in the contract. If at any

time it is found that products supplied after contract award varies from product specified in contract, the contract may be terminated for noncompliance.

UNICOR anticipates that this contract will result in A SINGLE AWARD

SAMPLES: Upon written request to the Administrative Contracting Officer, samples of

all colors currently being used by UNICOR will be supplied to interested offerors.

C.3. Vendor Stock Maintenance Requirement:

The Contractor shall maintain an adequate inventory of supplies necessary to meet the performance requirements of this contract. The Contractor shall maintain this inventory at its own expense, and no separate charge, fee, or cost shall be billed to or paid by the Government for the acquisition, storage, or management of such inventory.

The Contractor shall ensure that required items are available for immediate fulfillment of Government orders. Failure to maintain sufficient stock levels may be considered a failure to perform under the terms of this contract.

Required Maintenance Stock Requirement for each item is:

| UNICOR PART NUMBER | QUANTITY |
|---|---|
| FPI-1 49.17.135 BLACK | 600 |
| FPI-1 49.17.135 TORTOISE | 300 |
| FPI-1 51.17.140 BLACK | 2100 |
| FPI-1 51.17.140 TORTOISE | 300 |
| FPI-1 54.17.145 BLACK | 3000 |
| FPI-1 54-17.145 TORTOISE | 300 |
| FPI-1 57.17.150 BLACK | 900 |
| FPI-1 57.17.150 TORTOISE | 300 |
| FPI-2 48.20.145 BLACK | 300 |
| FPI-2 48.20.145 TORTOISE | 300 |
| FPI-2 50.20.150 BLACK | 300 |
| FPI-2 50.20.150 TORTOISE | 300 |
| FPI-2 52.22.150 BLACK | 900 |
| FPI-2 52.22.150 TORTOISE | 300 |
| FPI-2 54.24.150 BLACK | 300 |
| FPI-2 54.24.150 TORTOISE | 300 |

## SECTION D - PACKAGING AND MARKING

Preservation, packaging, and marking for all items covered by this contract shall be in accordance with commercial practice and adequate to ensure acceptance by common carriers and safe arrival at destination. The contract number should be on or adjacent to

the exterior shipping label. Each package received must be marked for type and quantity. An Original Equipment Manufacturer (OEM) Certificate of Conformance must accompany each shipment.

ALL SHIPMENTS RECEIVED WITHOUT AN OEM CERTIFICATE OF CONFORMANCE (COC) WILL NOT BE PROCESSED FOR PAYMENT UNTIL An OEM COC IS PROVIDED.

All products shall be packaged to deliver safely and without damage. Failure to do so will result in returning product at your expense.

All shipments should be labeled as follows:

a. Vendor name

b. Purchase Order number and/or Contract number

c. Item description

d. Item quantity and weight

e. Other pertinent information

Delivery hours are as follows:

Delivery hours are Monday through Friday, 7:30 am to 1:30 pm, excluding Federal Holidays.

**SECTION E - INSPECTION AND ACCEPTANCE**

52.246-16 Responsibility for Supplies. APR 1984

52.246-15 Certificate of Conformance Certificate of Conformance (Apr 1984)

**SECTION F - DELIVERIES OR PERFORMANCE**

F.1 – Delivery Order

Delivery Orders shall be submitted to offerors via email. UNICOR does not mail delivery orders. Order confirmation shall be signed and dated in blocks 30a, b and c of the delivery order and confirmation must be returned to the contracting officer within 2 business days of order receipt.

F.2 – Delivery Lead Times

Delivery lead time on all items will be 60 days ARO for initial order and 30 days for all orders placed thereafter.

**Section G – Contract Administration Data**

ADMINISTERED BY:

PRIMARY:

Chad Privett, Contracting Officer

Chad.privett2@usdoj.gov

SECONDARY:

Joshua Hassler

Joshua.hassler2@usdoj.gov

INVOICES ARE TO BE MAILED TO:

UNICOR, Federal Prison Industries

Central Accounts Payable

P.O. Box 11849

Lexington, KY 40578-1849

ATTN: Supervisory Operating Accountant

PH: 1-800-827-3168

Or

INVOICES ARE TO BE EMAILED TO:

Accountspayable@usdoj.gov

ALL INVOICES SHALL CONTAIN THE FOLLOWING INFORMATION FOR PAYMENT:

a. Valid/Current purchase order/contract number (14500XXXXX/14600XXXXX)

b. Line number from purchase order.

c. Unit of measure matching PO.

Vendor Payment

Offerors must submit a new ACH form whenever any payment information is changed (i.e. new bank, account , routing ). Failure to submit new information will result in delayed or non-payment of product/service until information is properly updated. ACH form is included as part of the solicitation package and must be filled out by any party who isn't currently doing business with UNICOR. All information submitted on the ACH form must match the information registered in SAM.gov.

## PART II – 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 Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

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

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

(i) Payment—

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

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

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

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

(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

52.216-19, (Oct 1995) Order Limitation

(a)minimum delivery order of 100 each for a single line item; (b)(1) max delivery order for a single item 5,000 each; (b)(2) any order for a combination of items in excess of 10,000 each, contractor will not be obligated to honor.

Contractor will not be obligated to honor a series of orders from the same ordering office, within a 30 day period that together call for quantities exceeding the maximum order limitations. However, the contractor shall honor orders exceeding the maximum order limitations unless the order(s) are returned to the ordering office within seven calendar days after issuance with a written statement expressing the contractor's intent not to ship.

52.216-22, (December 08, 2025) (DEVIATION) Indefinite Quantity

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

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum." Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 15 calendar days after contract validity end date.

52.217-8 (Nov 1999) Option to Extend Services

52.217-9 (March 2000) Option to Extend the Term of the Contract

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days: provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

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

52.223-5, (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.

52.229-3, (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

PART III: PROVISIONS

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 subfactors, as set forth in "Evaluation Criteria", upon which a comparative ranking of proposals will be based in accordance with relative order of importance accorded each factor:

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):

# PART IV – SUBMISSION REQUIREMENTS

## 1. General Instructions

Offerors shall submit a complete proposal package in accordance with the instructions contained in this section. Failure to provide all required information may result in the proposal being determined unacceptable. All submissions shall be clear, concise, and sufficiently detailed to demonstrate the offeror's understanding of the requirements.

Offerors shall submit the following components:

A fully executed Standard Form 1449, Solicitation/Contract/Order for Commercial Products and Commercial Services

A complete Pricing Schedule for Section B – Supplies or Services and Prices/Costs

A Past Performance Submission

All required Representations and Certifications

## 2. Standard Form 1449 Submission Requirements

Offerors shall complete, sign, and date the Standard Form 1449. The form must include:

Legal business name and address

Unique Entity Identifier

Contractor point of contact information

Acknowledgment of all solicitation amendments

Signature of an authorized representative

Unsigned or incomplete Standard Form 1449 submissions will render the proposal non-responsive.

## 3. Section B – Pricing Submission Requirements

Offerors shall provide complete pricing for all contract line-item numbers listed in Section B – Supplies or Services and Prices/Costs.

The pricing submission shall:

Provide a Firm Fixed Price for each contract line-item number

Identify any Economic Price Adjustment elements as required by the solicitation

Include all assumptions, conditions, or pricing notes

Ensure that all pricing is consistent with the terms of the Indefinite Delivery, Indefinite Quantity structure, including minimum and maximum quantities

Offerors shall not alter the structure of Section B.

4. Technical Submission Requirements

Samples will be required to be submitted to the government for inspection and approval. Any contractor who fails to submit samples will not be considered for award.

5. Past Performance Submission Requirements

Offerors shall provide past performance information demonstrating successful performance of similar work. The submission shall include:

Contract or order number

Contract type and dollar value

Period of performance

Description of work performed

Customer point of contact information (name, telephone number, and email address)

Offerors may submit past performance questionnaires if required by the solicitation.

The Government may consider information obtained from other sources, including federal databases and previous contract records.

6. Representations and Certifications

Offerors shall ensure that all required representations and certifications are completed in the System for Award Management. If any representations or certifications are required to be submitted directly with the proposal, they shall be included in this section.

7. Submission Format and Delivery Requirements

Offerors shall submit proposals in the format specified below:

Electronic submission, unless otherwise stated

Separate files for:

Standard Form 1449

Section B pricing

Technical submission

Past performance submission

Representations and certifications