SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1159640

PAGE 1 OF 17

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12639526Q0260

6. SOLICITATION ISSUE DATE: 08/05/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: TODD BIERL

b. TELEPHONE NUMBER (No collect calls): 612-336-3465

8. OFFER DUE DATE/LOCAL TIME: 08/12/2026 1700 ET

9. ISSUED BY CODE APHIS-MN-1263

USDA APHIS
250 MARQUETTE AVE
SUITE410
MINNEAPOLIS MN 55401

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333922

SIZE STANDARD: 500

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE APHIS-PPQ-MFRF-7M0H

See Schedule

16. ADMINISTERED BY CODE APHIS-MN-126395

USDA APHIS
250 MARQUETTE AVE
SUITE410
MINNEAPOLIS MN 55401

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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
	DELIVER TO: USDA APHIS PPQ MFRF - 7M0H USDA APHIS PPQ MFRF - 7M0H Mexican Fruit Fly Rearing Facility 22675 N. MOOREFIELD RD BLDG 6418 EDINBURG TX 78541-1005 US The purpose of this project is to procure (1) Model C-24 ¿Cyberjet¿ that will be used at the Mexican fruit fly Rearing Facility. The work to be performed under this contract consists of *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) 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: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: TODD K. BIERL

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	furnishing all materials, equipment, supplies, labor and transportation as required by the Pricing Schedule and in accordance with these specifications. All work materials and services not expressly called for in these specifications but are necessary for completion of the contract requirements shall be performed and furnished by the Contractor at no additional cost to the Government. Brand Name Procurement Equipment to be washed/sanitized Part Name Length/Diameter (in) Width (in) Height (in) Weight (lb) ERF Screen/Tray 30¿ 30¿ 1¿ Specifications The vendor shall provide documentation as to the equipment being delivered that meets the following: Model Numbers C-24-S5-S3-DH System with one or more modules Two spray modules: "S3¿ and "S5" One dry module: ¿DH" Quotes are due by 12 August 2026 5:00 PM EST Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	No late submissions will be accepted by Contracting Officer Quotes will be no more than 50 pages. Evaluations will be based on the following: 1 Ability to provide procurement by SOW parameters 2 Previous contracts (3) to show similar procurements to customers 3 Technical Ability 4 Price Delivery: 08/12/2026 Period of Performance: 08/05/2026 to 08/12/2026				
0001	Purchase of one (1) Better Engineering Model: C-24 "Cyberjet" Conveyorized Parts Washing Systems, in accordance to the specifications on SOW.	1	EA		
0002	Estimated Freight of equipment - $6,280.00 (subject to change at the time of shipping) Todd K. Bierl (Major Program Contracting Officer) Emergency Acquisition Marketing and Regulatory Program Business (MRPBS) Acquisition and Asset Management Division (AAMD) Acquisition Branch Animal and Plant Health Inspection Service (APHIS) Office#(612)336-3465 Cell# (612)500-1321/(763)286-8084	1	EA		

Purpose
The processes involved in the rearing of Mexican Fruit Fly requires the use of (**1**) commercial eclosion tray/screen washing systems for the sanitation of adult production of Mexican Fruit Fly. This equipment is used to disinfect fruit fly enclosures. Without the use of this equipment, the process is extremely labor intensive and could result in monetary surplus regarding labor. The request for a Better Engineering model C-24 “Cyberjet” system is to provide the program with a quality specialized equipment that is identical or equivalent to the existing equipment as current on-site tray/screen washing system is obsolete. Procurement of this equipment is an effective use of program allocations to avoid delays in the rearing, release, and sanitation purposes involving all aspects of sterile insect releases used for biological control of plant pests.

Requirements
The purpose of this project is to procure a Model C-24 “Cyberjet” that will be used at the Mexican fruit fly Rearing Facility. The work to be performed under this contract consists of furnishing all materials, equipment, supplies, labor and transportation as required by the Pricing Schedule and in accordance with these specifications. All work materials and services not expressly called for in these specifications but are necessary for completion of the contract requirements shall be performed and furnished by the Contractor at no additional cost to the Government.

Equipment to be washed/sanitized

Part Name	Length/Diameter (in)	Width (in)	Height (in)	Weight (lb)
ERF Screen/Tray	30”	30”	1”	

Scope of Work
The vendor shall provide two (2) **Model C-24 “Cyberjet”.** The products shall meet size specifications, part no. and brand requirements to be considered acceptable.

Specifications
The vendor shall provide documentation as to the equipment being delivered that meets the following:

Model Numbers
C-24-S5-S3-DH System with one or more modules
Two spray modules: "S3” and "S5"
One dry module: “DH"

System Footprint / Dimensions
- Overall approximate length: 324”
- Overall approximate width: 60”
- Overall approximate height: 80”

Utility Requirements
- 460 Volt, 3-Phase, 60 HZ

- Rotary Disconnect

Materials of Construction

- Tanks: 2 and 11 Gauge Stainless Steel/Type 304
- Canopies: 10 and 11 Gauge Stainless Steel/Type 304
- Exterior Plumbing: Stainless Steel/Type 304
- Interior Plumbing: Stainless Steel/Type 304
- Spray & Dry Manifolds: Stainless Steel/Type 304
- Re-circulating Pumps: Stainless Steel/Type 304
- Conveyor Components: Stainless Steel/Type 304
- All wetted parts of the system are stainless steel except: 1) steam exhaust fans may be aluminum or stainless, 2) blowers for drying are mild steel, 3) some duct work is PVC, and 4) water solenoid valves are brass.

Product Clearance/Working Dimensions

- 24" wide conveyor belt
- 16" high vertical clearance
- Product dimension 30”x30”x1”

Conveyor

- Conveyor system is one continuous 24" wide belt
- 3/8" flat wire belt with 1" x 1" mesh
- Belt is supported with stainless steel rollers for minimal friction
- Rated load is 50 lbs. per linear foot (higher capacities are available)
- Take-up bearings (on load end)

Conveyor Drive

- Drive is variable speed, rated for 50-lbs./linear ft.
- 1/2 HP gear motor
- Electronic "Smart Drive" (senses torque/offers jam protection)
- Variable speed, 1-10 FPM
- E-stops on load and unload sections

True Modular Construction

- Six standard modules: three spray modules and three dry modules
- System can be configured with an unlimited number of modules in any sequence
- The modules and the load/unload ends bolt together (not welded); easy to change/ expand the system in the future

Powered Vertical Doors-Total Canopy Access

- Each module will have a large, vertical, powered door on the front side for full access to the inside of the module.

- For example, a three-stage C-24-S5/S3/DH will have 3 powered doors. One for each module.
- Fresh Rinse (FR) modules (normally just 30” long) will be incorporated into the adjacent spray module to be one module with one door effectively.
- Each door will have two actuators (pneumatic or electric is in question), one on each side.
- With the push of a button, powered vertical doors give you complete access to the modules.
- Multiple vertical doors on the front side of the canopy offer complete access (to spray, dry, and buffer areas)
- For larger models (C-48 and larger), there are optional vertical access doors on the back side of the system (spray and dry zones)
- The front doors allow removal of all spray manifolds (top and bottom) without having to remove the belting

"S3" Spray Module

- 68" overall module length
- 16" inlet buffer, 36" spray zone, 16" outlet buffer
- Heated tank; 275 gallons, 36 KW heat
- 5 HP pump (100 GPM at 50 PSI), vertical seal-less style
- Nominal operating temperature of 140° F
- Vertical canopy door for complete access

"S5" Spray Module

- 92" overall module length
- 16" inlet buffer, 60" spray zone, 16" outlet buffer
- Heated tank; 400 gallons, 48 kW heat
- 10 HP pump (150 GPM at 55 PSI), vertical seal-less style
- Nominal operating temperature of 140° F
- Vertical canopy door for complete access

"DH" Dry Module (Heated)

- Air return is now on the roof.
    - BE’s powerful drying modules recirculate air for the highest energy efficiency. The air return pathway is on the roof to protect the blower and air heater from water and debris.
    - Our competitors’ blowers, being at the ground level, are consistently clogged with water or debris falling into the bottom side air return opening, causing significant problems with the blower and air heater.
- 72" overall length
- 4 overhead air manifolds (adjust up and down) and 3 bottom manifolds
- 10 HP centrifugal blower, 1900 CFM
- 45 kW air heat system
- Nominal operating temperatures up to 250° F

- Up to 90% of the air is re-circulated to conserve energy and avoid air blow-out
- Insulated (1" thick, covered with stainless steel cladding)
- Vertical Door canopy access

Load and Unload Ends

- The load and unload ends are each 18" long
- Ends unbolt for future module additions
- Emergency stop switches on both ends

Solution Tank Features

- Water level controls, see below
- Overflow coupling (2" NPT)
- Tank cover plates beneath the conveyor belt (direct all fluid trough the chip basket before re-entering the tank)
- Removable chip basket
- Sloped tank floor for drainage and cleaning (2" diameter drain)
- Side tank extensions with removable covers for easy chemical addition, filter basket removal and tank clean out
- Mounted on 7 gauge, stainless steel forklift channels

DSS-24 DOOR SAFETY SWITCH

- Automatic shutdown of machine if door is opened
- Door safety switch (one per door)

Water Level Controls and Auto Water Fill

- Water fill lines have extra protection to avoid overflows, which includes:
- Manual shut-off valve
- In-line strainer
- Master solenoid valve
- Secondary solenoid valve
- Indicator lights for the high and low positions
- Water is automatically added (solenoid valve opens) when water is not at a "normal" level for two (2) minutes
- Water level controls include sensors for four (4) water levels; "normal level" in run mode, "normal level" in non-run mode, emergency low, and emergency high

External Finish

- Natural stainless steel (only components such as the control panel, motors etc. are painted)

Spray and Dry Manifolds

- Dry manifolds are formed to maximize air volume and velocity
- The bottom spray manifolds can be removed without disconnecting the conveyor belt

- All spray manifolds are accessible via the canopy access doors, including the bottom manifolds
- Spray manifolds are heavy gauge piping with V-jet spray nozzles
- All manifolds are stainless steel

The Drying Modules

- Unfortunately, there is market confusion in that some companies will incorrectly reference a blow-off as a dryer
- As evidenced by the specifications above, there are major differences between a short blow-off section and bonafide dry modules

Central Control Station

- PLC is available (see options)
- Overload control and fault for motors
- Over-temp control and fault light for air heat systems
- Variable speed dial for conveyor belt
- Emergency stop switch
- 2-channel, 7-day/24-hour timer; controls water heaters and optional oil skimmer(s)
- Digital thermostats for each tank and air heat system
- Indicator lights for each module
- On/off switches for each module
- MCB's (mini circuit breakers) for all circuits
- Panel has NEMA-12 rating
- The main breaker disconnect (rotary style, lockable) is integrated into the control panel...forces a technician to shut-off the power before opening the control box
- Includes the following additions: 1) main breaker disconnect, 2) emergency stop switch, 3) Panduit for wire, and 4) greater segregation of high and low voltage wires
- Allen Bradley Micro850
- Control panel located on load end of system
- Controls for all modules are housed in one central control station

Technical Points of Contact

USDA APHIS PPQ MFFRF

Alejandro Garza
Facility Director
Office Tel: 956-205-7684
Mobile: 956-735-2763
Email: Alejandro.garza@usda.gov

Juan Martinez
IPW Supervisor
Mobile: 956-566-4644
Email: Juan.m.martinez@usda.gov

Applicable Standards

Delivered equipment will be checked for adherence to specified criteria. Industry standards for construction and overall appearance will be considered as well.

Packing and Delivery
Shipment shall be palletized and shrink wrapped on the pallet.

Delivery Address (FOB Destinations):

Mexican Fruit Fly Rearing Facility Edinburg, TX USDA APHIS PPQ MFRF - 7M0H	**Enclosion Release Facility (ERF) Harlingen, TX APHIS-PPQ-7D46**
USDA APHIS PPQ MFFRF ATTN: Alejandro Garza 22675 N Moorefield Rd. Bldg. 6418 Edinburg, TX 78541	USDA APHIS PPQ – HARLINGEN ATTN: Eric Garza/Raul Torres 4909 E. Grimes, Suite 103 Harlingen, Texas, 78550

Deliveries shall be made Monday through Friday between 7 a.m. and 2:30 p.m.

Type of Contract/Payment Schedule
Payment schedule will be determined by the National Finance Center. Any correspondence concerning payment to the vendor will be directly with the contracting officer assigned to this contract and NFC.

Billing Instructions: The “Submit Invoice-to” address for USDA orders is the Department of Treasury’s Invoice Processing Platform (IPP). The contractor must follow the instruction on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury.

Warranty

A. The contractor shall provide the Government at least the same warranty terms offered to the general public in customary commercial practice. At minimum, the contractor shall guarantee product quality for full compliance with contract specifications, terms and conditions for 60 days from the date of delivery, inspection, and acceptance.

B. The USDA reserves the right to preform follow up testing for the above contaminants on any shipment received for at least 60 days from the date of delivery, inspection, and acceptance and can return the shipment to the vendor for credit if found contaminated.

C. In the event the shipment is rejected, it is the contractor’s responsibility to replace the product in a timely manner in accordance with contract clause 52.212-4.

Federal Acquisition Regulation (FAR) and United States Department of Aquiculture Acquisition Regulation (AGAR) Clauses

The clauses contained herein are applicable to any order awarded as a result of this IDIQ. The terms
and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in
accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.
As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations
based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor
are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference Feb 1998

This solicitation 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 the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)

☐ Alternate I (Nov 2025) of 52.212-4

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

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

52.222-50 Combating Trafficking in Persons (Nov 2025)

☐ Alternate I (Nov 2025) of 52.222-50

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

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

52.233-3 Protest After Award (Sep 2025)

52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)

52.240-91 Security Prohibitions and Exclusions (Nov 2025)

☐ Alternate I (Nov 2025) of 52.240-91

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

The following clauses are applicable if checked:

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6

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

X 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011

☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan(Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
X 52.222-54 Employment Eligibility Verification (Nov 2025)
X 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☒ 52.223-23 Sustainable Products and Services
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3

☒ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services
(Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services
(Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management
(Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☐ 52.240-92 Security Requirements (Nov 2025)
☒ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses
52.232-39 Unenforcibility of Unauthorized Obligations (Jun 2013)
(a) Except as stated in paragraph (b) 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:
(1) Any such clause is unenforceable against the Government.
(2) 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.
(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(b) Paragraph (a) 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.
(End of clause)

AGAR Clauses
452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)
(a) By entering into this contract, the Contractor certifies that:
(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.
(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal antidiscrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of
1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.
(b) If the Contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil
Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not
limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other
detention facilities, the Contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173,
Ending Illegal Discrimination and Restoring Merit-Based Opportunity.
(c) The Contractor affirms that the above requirements are conditions of payment that go to the

essence of the contract and are therefore material terms of the contract. Payments under the contract
are predicated on compliance with the above requirements, and therefore the Contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance
with the above requirements.
(d) This certification reflects a change in the Government's position regarding the materiality of the
foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.
(e) Submission of a knowing false statement relating to Contractor's compliance with the above requirements and/or eligibility for the contract may subject the Contractor to liability under the False
Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.
(f) The Contractor must include the provisions of this clause in all subcontract solicitations.
(g) Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause
may be grounds for the Contracting Officer to terminate this contract for default.
(End of Clause)
452.204–70 Modification for Contract Closeout (Nov 2025)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period
of performance, receipt and acceptance of supplies or services, and final payment.
(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation.
The contractor will receive a copy of the modification and will be required to provide a signature.
(The Contracting Officer may also request a "Contractor Release of Claims" be completed by the
contractor, although not required for contracts and orders using SAP.) If the bilateral modification
and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting
Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final
payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if

unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a
bilateral modification for deobligation. The contractor will receive a copy of the modification and a
‘‘Contractor Release of Claims’’ and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120
days, the Contracting Officer shall release the modification as unilateral and proceed with contract
closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(End of Clause)

Evaluation Criteria

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror representing the best value to the Government.

Relevant Experience - The Government will consider the extent to which the vendor demonstrates experience performing work similar in scope, size, and complexity to the requirements of this solicitation. Greater consideration will be given to vendors whose experience reflects a strong alignment with the Government’s needs.

Past Performance - Offerors shall provide completed Past Performance Information Sheets for three (3) *relevant* contracts (references) completed within the preceding three (3) year period.

Offerors shall also provide Past Performance Information Sheets for all teaming partners and critical subcontractors to include three (3) *relevant* contracts (references) completed within the preceding three (3) year period. A critical subcontractor is defined as an entity (subcontractor, teaming Contractor) other than the offeror itself that will perform at least 20% or more of the total proposed contract. In addition to the Past Performance Information Sheet for each teaming partner and critical subcontractor, the offeror shall also provide a consent letter executed by each of its proposed partners and critical subcontractors authorizing the release of adverse past performance information to the prime Contractor to allow the prime Contractor an opportunity to respond.

If no relevant contracts are available, the five (5) most recent contracts completed in the last five (5) years shall be used. Contracts listed may include those with the Federal Government, State and Local Governments or their agencies, and Commercial Customers. **If an offeror has no relevant past performance history, the offeror must affirmatively state that it possesses no relevant past performance history.**

The Government will evaluate the offeror's past performance to assess the degree of confidence that the offeror will successfully perform the required effort. The evaluation will consider **recency**, **relevancy**, and **quality** of past performance.

Recency: Past performance information must be from efforts performed within the **last Three (3) years** from the date of solicitation issuance. More recent performance may be given greater weight.

Relevancy: The Government will assess how closely the offeror's past performance aligns with the scope, size, complexity, and type of work described in this solicitation. The Government will make an independent determination of relevancy of the data provided or obtained. Relevancy will be rated as:

- Very Relevant – Essentially the same scope and complexity.
- Relevant – Similar in scope and complexity.
- Somewhat Relevant – Some similarities in scope or complexity.
- Not Relevant – Little or no similarity.

Quality of Performance: The Government will evaluate the quality of the offeror's performance on prior contracts, including:

- Timeliness of performance
- Technical quality
- Cost control (if applicable)
- Business relations
- Customer satisfaction

Sources may include CPARS, past performance questionnaires, and other verifiable references. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

Confidence Assessment: Based on the recency, relevancy, and quality of past performance, the Government will assign one of the following confidence ratings:

- High Confidence – Government has a high expectation of successful performance.
- Some Confidence – Government has a reasonable expectation of success.
- Low Confidence – Government has concerns about successful performance.
- Neutral Confidence – No relevant past performance available; no positive or negative inference will be made.

Note: Offerors without relevant past performance will not be rated favorably or unfavorably but will receive a **Neutral Confidence** rating.

Price: Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror shall provide pricing. Any quantity price discounts and discounts for

prompt payment should be included in this section. Total price evaluation will be for the base period, all option periods and in accordance with FAR 52.217-8, up to a six-month extension period. Failure to propose pricing for the base period and all option periods on individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Evaluation Method:

The Government intends to evaluate quotations using a **comparative evaluation** methodology. This means quotations will be compared against one another to determine which provides the **best value** to the Government, based on the evaluation factors outlined in this solicitation.

The Government may consider quotations that **exceed minimum requirements** and offer **additional value or benefits**, even if they are not the lowest priced. However, **formal tradeoff procedures will not be conducted**.