SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

1. REQUISITION NUMBER
PAGE 1 OF 22

2. CONTRACT NUMBER
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER
5. SOLICITATION NUMBER: 15M10226QA4700295
6. SOLICITATION ISSUE DATE: 08/12/2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME
b. TELEPHONE NUMBER (*No collect calls*)
8. OFFER DUE DATE / LOCAL TIME: 08/19/2026 12:00 CT

9. ISSUED BY
U.S MARSHALS SERVICE
PROCUREMENT APC
Austin Processing Center
903 San Jacinto Blvd, Suite 1210
Austin, TX 78701
CODE 15M102

10. THE ACQUISITION IS
[X] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] UNRESTRICTED OR
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)
[X] SET ASIDE: 100.00 % FOR
NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 332999
SIZE STANDARD: 750 Employees

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
[X] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO
UNITED STATES MARSHAL
WESTERN DISTRICT OF TEXAS
325 U.S. POST OFFICE BUILDING
800 FRANKLIN AVENUE
WACO, TX 76703
CODE 15M080

16. ADMINISTERED BY
UNITED STATES MARSHAL-W/TX
WESTERN DISTRICT OF TEXAS
262 W. NUEVA ST., ROOM 2-300
SAN ANTONIO, TX 78207
CODE 15M080
Sherry Poligala
Sherry.Poligala@usdoj.gov

17a. CONTRACTOR/ OFFEROR
CODE
FACILITY CODE
TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY
UNITED STATES MARSHAL-W/TX
WESTERN DISTRICT OF TEXAS
262 W. NUEVA ST., ROOM 2-300
SAN ANTONIO, TX 78207
CODE 15M080
Sherry Poligala
Sherry.Poligala@usdoj.gov

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

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Mission Critical: Apprehending fugitives FY26 D80 Noise-Flash Diversionary Device (NFDD) INSTRUCTIONS TO OFFERORS Volume 1 - Quote on Letterhead Volume 2 - SF1449 a. Sign Page 1 b. Fill in PRICING on CLINS c. Fill in CLAUSE USMS-0004 Firm Fixed Price See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

25. ACCOUNTING AND APPROPRIATION DATA
26. TOTAL AWARD AMOUNT (*For Government Use Only*)

[X] 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 [X] 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

[X] 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 THE CONTRACTING OFFICER (*Type or print*): Kathryn Oravitz-Weeks
31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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

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Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Noise-Flash Diversionary Device BP-2C NFDD Delivery Tool See USMS-0015 Technical Specifications for additional information. PSC: 1330 **Line Period of Performance:** 09/15/2026 - 09/14/2027 Base Period **Delivery Schedule:** Quantity: 8.000000 FOB: Destination Delivery Address: UNITED STATES MARSHAL WESTERN DISTRICT OF TEXAS 325 U.S. POST OFFICE BUILDING 800 FRANKLIN AVENUE WACO, TX 76703	8	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CH-GH-2375 Non-burning gas head clamp for CTS Vapor See USMS-0015 Technical Specifications for additional information. PSC: 1330 **Line Period of Performance:** 09/15/2026 - 09/14/2027 Base Period	8	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	2EXT 2' Extension poles See USMS-0015 Technical Specifications for additional information. PSC: 1330 **Line Period of Performance:** 09/15/2026 - 09/14/2027 Base Period	8	EA	$_____	$_____

Contract File: APC-FY26-000270

Section 2 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

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		
Clause	Title	Fill-ins (if applicable)
52.202-1	Definitions (Jun 2020)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.204-13 (DEV)	System for Award Management-Maintenance (Oct 2018) (DEVIATION NOV 2025)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.212-4 (DEV)	Terms and Conditions-Commercial Products and Commercial Services (Nov 2023) (DEVIATION NOV 2025)	
52.219-6 (DEV)	Notice of Total Small Business Set-Aside (Nov 2020) (DEVIATION DEC 2025)	
52.219-28 (DEV)	Postaward Small Business Program Rerepresentation (Jan 2025) (DEVIATION DEC 2025)	
52.222-3 (DEV)	Convict Labor (June 2003) (DEVIATION DEC 2025)	
52.222-19 (DEV)	Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (DEVIATION MAR 2026)	
52.222-36 (DEV)	Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION DEC 2025)	

Clause	Title	Fill-ins (if applicable)
52.222-50 (DEV)	Combating Trafficking in Persons (Oct 2025) (DEVIATION DEC 2025)	
52.223-12 (DEV)	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (DEVIATION DEC 2025)	
52.223-23 (DEV)	Sustainable Products (May 2024) (DEVIATION DEC 2025)	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.232-1	Payments (Apr 1984)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.233-1 (DEV)	Disputes (May 2014) (DEVIATION NOV 2025)	
52.233-4 (DEV)	Applicable Law for Breach of Contract Claim (Oct 2004) (DEVIATION NOV 2025)	
52.242-17	Government Delay of Work (Apr 1984)	
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)	
2852.212-4	Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020)	
DOJ-02	Contractor Privacy Requirements (JAN 2022)	
DOJ-05	Security of Department Information and Systems (APR 2026)	

Clauses By Full Text

52.252-2 Clauses Incorporated by Reference (Feb 1998)
(DEVIATION)

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

_____

_____

[Insert one or more Internet addresses]

(End of clause)

52.217-6 Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days [*insert in the clause the period of time in which the Contracting Officer has to exercise the option*]. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

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

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

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

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

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

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

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

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

(End of clause)

52.244-6 (DEV) Subcontracts for Commercial Products and Commercial Services (Jan 2025) (DEVIATION APR 2026)

(a) *Definitions*. As used in this clause -

Commercial product, commercial service, and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) *Requirements.*

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in the subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8*	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022

52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Provided Accelerating Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

*Include only if the subcontract offers futher subcontracting opporutnities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts.* The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

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

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

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

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or

contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

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

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

(End of Clause)

USMS-0002 Release of Residual Funds (Greater Than $100)

If funds greater than $100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts.)
(End of Clause)

USMS-0003 Acceleration of Payments to Small Businesses

In order for the United States Marshals Service Payment Office to comply with OMB Memorandum M-11-32, all invoices from any small business must include the following statement of self-certification of its small business status:
"I hereby certify that _____ is a small business concern as defined in Federal Acquisition Regulation (FAR) subpart 2.101."
This requirement for certification is in addition to any other invoicing instructions for this contract. Failure to include this certification on invoices may result in delayed payment.

USMS-0009 NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Non-Disclosure and Confidentiality Agreement

This Non-Disclosure/Confidentiality Agreement is a standard agreement designed for use by____and its employees and subcontractors assigned to work as a/an_____ for the Department of Justice, United States Marshals Service (USMS), under _____

The use of this agreement is designed to protect non-public information from disclosure and to prevent violations of federal statutes and regulations.

The contract and the employees working on the contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4705, 41 U.S.C. 4712, and FAR 3.908.

During your assignment, you agree to:

1. Use only for Government purposes any and all confidential business, procurement, and/or other sensitive information to which you are given direct or indirect access.
2. Not to disclose non-public information by any means (in whole or in part, alone or in combination with other information, directly or indirectly or derivatively) to any person except to a Contracting Officer's Representative (COR), Contracting Officer (CO), or other U.S. Government official with a need to know. All distribution of information will be controlled by the CO.
3. Not to use no-public information for any non-governmental purpose including but not limited to: the preparation of bids and proposals, or the development or execution of other business or commercial venture.

The signatory will not disclose any classified information received in the course of such intelligence or intelligence-related activity unless specifically authorized to do so by the United States Government; and this NDA does not bar disclosures to Congress. Or to an authorized office of an executive agency or the Department of Justice, which are essential to report a substantial violation of law.

Except as necessary in the performance of your work assignment, you will not, without the written approval of the COR, CO or USMS Manager:

a. Disseminate any oral, written or electronic information which constitutes non-public information co vered under this Agreement, and that is obtained as a result of the accomplishment of work perf ormed under the aforementioned contract/task order; or,

b. Remove any documents or electronic media containing non-public information under this Agreement from the place of your work assignment.

c. Non-public information, as used herein, includes trade secrets, confidential or proprietary business information as defined under the Freedom of Information Act, 5 U.S.C. 552, procureme nt and any other proprietary information in any form, whether drawings, designs, schedules, plans, s tudies, software, prototypes, samples, or formulas, whether by verbal, electronic or written commun ication.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights or liabilities created by existing statues or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into the agreement and are controlling.

By signing this agreement, you agree that:

1. You have been advised that all data covered by this Agreement that is furnished by the Government, including any copies, notes or working papers derived or produced therefrom, are the property of the Government.
2. You understand that any unexcused failure to surrender such materials promptly, or improper conversion of such materials for use not called for by your work assignment (e.g., delivery of a document, or a copy thereof, or notes containing information taken from the document, to someone not authorized by the Government to receive such information), may be in violation of18 U.S.C. 461(theft of Government property).
3. In accordance with the aforementioned contract/task order provisions, this Agreement may be formally modified or changed by the Government in those instances in which the courts (e.g., civil investigative demands), or specific circumstances dictate such a modification or change. You will be afforded an opportunity to review and concur with such changes.
4. You further acknowledge that you understand the provisions of the sections above and will continue to comply with the provisions herein even after your work assignment is completed. Additionally, you understand that you may be required to disclose the information subject to this agreement pursuant to the provisions of a valid court order.

It is understood that this Non-Disclosure/ Confidentiality Agreement is used to ensure that Contractors and con tractor's employees are aware of and commit to comply with the confidentiality requirements described above.

AGREED:

Name (Print)

Name (Signature) Date

Title

Company

USMS-0010 CONTRACT/ORDER CLOSEOUT - FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR HOURS

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within thirty (30) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of any excess funds that can be de-obligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order.
A unilateral contract/order closeout modification will be issued for firm-fixed price actions under the Simplified Acquisition Threshold (SAT) where the Government has evidence that the supplies or services have been received or completed, the final invoice has been both submitted and paid, there are no funds remaining on the contract to be disbursed, and a release of claims has been obtained.
For all other acquisitions, a bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to de-obligate excess funds and close this contract/order.
If this contract/order contains option periods, the Contractor is required to submit an invoice within sixty (60) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for de-obligation of any excess funds that were obligated in those respective periods of performance.
(End of Clause)

USMS-0011 RELEASE OF CLAIMS

At the conclusion of the contract (or task order), the Contractor shall submit with the Final Invoice a release of claims against the United States arising out of the contract (or task order), other than claims specifically excepted from the operation of the release. Copies of the required form may be obtained from the Contracting Officer.

USMS-0012 Contracting Officer's Representative (COR)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 2017)
(a) SHERRY POLIGALA is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:
Phone Number:210-722-0793
E-mail:Sherry.Poligala@usdoj.gov
(b) The responsibilities and limitations of the COR are as follows:
(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.
(End of clause)

USMS-0013 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2018)

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice .

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from IPP Customer Support within 3 - 5 business days of the contract award date. The IPP website will enforce a Multifactor Authentication (MFA) login beginning on August 28, 2023 to strengthen account security. The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from IPP Customer Support within 3 - 5 business days of the contract award date. The IPP website will enforce a Multifactor Authentication (MFA) login beginning on August 28, 2023 to strengthen account security. The MFA login will require the use of ID.me or Login.gov for the multifactor authentication. Contractor assistance with enrollment and login can be obtained by contacting the ID.me Help Center at https://help.id.me/hc/en-us or the Login.gov Help Center at https://login.gov/help/.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)
[END OF ADDENDUM TO FAR 52.212-4]

Section 3 - List of Attachments

USMS-0015 Item Specification, Statement of Work, Performance Work Statement of Statement of Objectives (DEVIATION)

The TECHNICAL SPECIFICATIONS are hereby incorporated into the contract instrument.

Western District of Texas

TECHNICAL SPECIFICATIONS

Noise-Flash Diversionary Device

Delivery Date:

90 days ARO

POC:

Name: Sherry Poligala

Phone: 210-722-0793

Email: Sherry.Poligala@usdoj.gov

Contracting Officer Representative (COR):

Name: Sherry Poligala

Phone: 210-722-0793

Email: Sherry.Poligala@usdoj.gov

Ship to:

U.S. Marshals Service

Attention: Clayton Brown

800 Franklin Ave. Suite 200

Waco, TX 76701

QTY	DESCRIPTION
8	Noise-Flash Diversionary Device BP-2C NFDD Delivery Tool
8	CH-GH-2375 Non-burning gas head clamp for CTS Vapor
8	2EXT 2' Extension poles

Section 4 - Solicitation Provisions

52.212-1 (DEV) Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023) (DEVIATION NOV 2025)

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023) (DEVIATION NOV 2025)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

Provisions By Full Text

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

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

www.acquisition.gov

_____

_____

[Insert one or more Internet addresses]

(End of provision)

52.204-7 (DEV) System for Award Management-Registration (Nov 2024) (DEVIATION NOV 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM

registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) *Definitions*. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	**Title**	**Date**
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

USMS-0004 Representation Regarding Felony Conviction Under Any Federal law or Unpaid Delinquent Tax Liability (Deviation 2012-02) (January 2012)

(a) In accordance with sections 543 and 544 of Title V, Division B of the Further Continuing Appropriations Act, 2012 (Pub. L. 112-55), none of the funds made available by that Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation --

(1) convicted of a felony criminal violation of any Federal law within the preceding 24 months, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The offeror represents that, as of the date in this offer --

(1) the offeror is __ is not __ a corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months;

(2) the offeror is __ is not __ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Provision)

[END OF ADDENDUM TO FAR 52.212-1]

52.212-2 (DEV) Evaluation-Commercial Products and Commercial Services (Nov 2021) (DEVIATION NOV 2025)

Evaluation—Commercial Products and Commercial Services (Nov 2025)

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

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

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

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

(End of provision)

Evaluation Criteria

BASIS OF EVALUATION: Low Price Technically Acceptable
QUESTION AND ANSWER PERIOD END: August 14, 2026, 1200 hrs, CST

EMAIL RESPONSE TO: Jennifer.Brite@usdoj.gov **INCLUDE RFQ NUMBER IN SUBJECT LINE** **FAILURE TO COMPLY TO ALL INSTRUCTIONS WILL SHOW AS NON-RESPONSIVE and your quote will not be considered.**

Technical substitutions NOT allowed.
Items are NOT Name Brand specific
If submitting a quote “other than” please submit technical specifications for evaluation

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

1. Technical Acceptability 2. Price The lowest priced offer will be evaluated for technical acceptability.
Therefore, each proposal will be evaluated first for lowest price/technical acceptable.
If found technically acceptable award will be made without further consideration. If found technically unacceptable thegovernment will evaluate the next lowest offer for technical acceptability until award can be made to the lowest pricedtechnically acceptable offeror.

This will be a lowest price technically acceptable purchase. Technical acceptability - at a minimum - will consist of meetingall characteristics, including those in the Technical Specifications Document and following the solicitation instructions.

INSTRUCTIONS TO OFFERORS

Volume 1: Quote on Company Letterhead
Quotes shall be provided on company letterhead, with company name, logo, address, Point of Contact, contact info, etc. Cage Code, must be included and line item descriptions, part numbers and price.
All prospective offerors must be a Commercial and Government Entity (CAGE) code and be registered with the System for Award Management at https://www.sam.gov.
The Government seeks additional discounts.

Volume 2: SF-1449
The SF-1449 shall be returned signed and with pricing. Fill in required Clauses.

NOTES FOR VENDOR:
1. Sign Page 1.
2. Fill in PRICING on CLIN(S).
3. Fill in CLAUSE USMS-0004.
4. See 52.212-2 EVALUATION CRITERIA.