SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 0044044480

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140FS226Q0137

6. SOLICITATION ISSUE DATE: 07/10/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Jeremy Riva

b. TELEPHONE NUMBER *(No collect calls)*: 303-535-4788

8. OFFER DUE DATE/ LOCAL TIME: 07/31/2026 1700 ED

9. ISSUED BY CODE FS2

FWS SAT 2
FWS, SAT Team 2
Falls Church VA 22041

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % 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): 324110

SIZE STANDARD: 1,500

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] 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 CODE 0011279771

See Schedule

16. ADMINISTERED BY CODE FS2

See Schedule

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

18a. PAYMENT WILL BE MADE BY CODE:

[ ] 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 NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: FWS SAT 2 FWS, SAT Team 2 Falls Church VA 22041 US DELIVER TO: FWS MORRIS WMD Continued... *(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 _____ 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)*: Jeremy Riva

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	43875 230TH STREET MORRIS MN 56267-5404 US MN MORRIS WMD Bulk Fuel BPA PPR2110139 Bulk Fuel Blanket Purchase Agreement for Five-Years Interested businesses are strongly encouraged to submit their quotation on the Standard Form (SF) 1449 (this form), and provide all supporting documents, as necessary by the due date and time indicated (see Block 8). NAME OF FIRM:_____ SAM UEI OR CAGE:_____ POINT OF CONTACT:_____ ADDRESS:_____ PHONE:_____ EMAIL:_____ An award will be made to the Contractor whose offer submission documents conform to the requirements as described in this solicitation 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. EMAIL 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	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

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 RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	and who, based on an objective assessment from the Government, offers the best value to include ability to meet requirements, past performance, and price. Conformance to requirements is considered more favorable than price. The Government reserves the right to award a contract to other than the lowest priced offer based on best value tradeoffs. If a subcontractor is anticipated, the name of the subcontractor shall be disclosed with quote submission to be eligible. **QUOTES AND QUESTIONS MUST BE EMAILED TO: jeremy_riva@ios.doi.gov by the closing date and time (see Block 8) Delivery: 08/31/2031 Period of Performance: 09/01/2026 to 08/31/2031				
00010	87 Octane Unleaded Gasoline				
00020	#1 Diesel				
00030	#2 Diesel				
00040	Liquid Propane				

Contents

Submission Requirements 4
Contract Administration Data 6
Statement of Work 10
Clauses 11
DOI Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021) 11
Provisions 19

Submission Requirements

****Quotes Due:**** July 31, 2026 at 5:00 PM Eastern Daylight Time

****Submission:**** Email to jeremy_riva@ios.doi.gov

****Format:**** Submit all documents as a **combined/single PDF file**. Failure to include all required documentation may render the quotation unacceptable and remove it from further consideration.

- SF 1449: Provide a completed SF 1449 (boxes 30a through 30c) with signature.

- Company Information:
  - Name of company
  - SAM.gov Unique Entity Identifier (UEI) or Cage Code
  - Point of contact (name, phone, email)

- SF 30: Provide a signed copy of all solicitation amendments if issued for this notice.

- Technical approach to supply management: Offerors must describe how they will source and manage the supply of #1 diesel fuel, #2 diesel fuel, unleaded gasoline, and liquefied propane gas (LPG) deliveries. At a minimum, submissions must include:
  - Source(s) of supply for each fuel type
  - Whether fuels will be supplied directly or through subcontractors
  - Distribution infrastructure and delivery logistics
  - Coordination methods for fulfilling orders involving multiple fuel types

Technical approach submissions will be evaluated comparatively. Approaches demonstrating clear control of supply sources, fewer coordination layers, and well-defined logistics processes may be evaluated more favorably than those relying on multiple independent suppliers or less defined coordination methods.

- Delivery reliability and lead time: Offerors must describe their ability to meet routine and urgent delivery needs for diesel fuel, unleaded gasoline, and liquefied propane gas (LPG). At a minimum, submissions must include:
  - Standard delivery lead times for each fuel type

- Ability to coordinate deliveries when multiple fuel types are required
- Surge capability or contingency plans for supply disruptions
- Historical delivery reliability on similar fuel supply efforts (if available)

Delivery reliability and lead time submissions will be evaluated comparatively. Responses offering shorter lead times, stronger delivery coordination across fuel types, and credible contingency planning may be evaluated more favorably.

- Past performance: No submission required. The Government will evaluate past performance using information from CPARS and any other available sources.

  Past performance will be evaluated comparatively. Offerors with no record of past performance will not be evaluated favorably or unfavorably.

- Price: Quotations must include a completed price schedule, identifying all pricing elements associated with fuel delivery and liquefied propane delivery. All costs, fees, surcharges, delivery charges, environmental fees, administrative costs, or other charges associated with performance of the BPA shall be clearly identified and included in the submitted price schedule. The Government will not be responsible for any costs not expressly included in the quotation.

  Prices shall be expressed in U.S. dollars and cents, calculated to two decimal places. If necessary, the Fuel Provider shall round prices as follows:
  - If the third decimal place is five (5) or greater, the second decimal place will be rounded up by one (1).
  - If the third decimal place is less than five (5), the second decimal place will remain unchanged.

  #1 Diesel, #2 Diesel, Unleaded Gasoline:
  Pricing shall be based on the Oil Price Information Service (OPIS) Rack Price published on the day of delivery for the applicable fuel type using the appropriate city index for the delivery location, plus the offeror's fixed mark-up price as specified in the quote schedule. The proposed mark-up shall remain fixed for the duration of the BPA.

  Liquefied Propane Gas (LPG):
  LPG pricing shall be proposed as a fixed price per gallon for a 12-month period. The contractor may request an annual price adjustment. Any adjustment must be submitted in writing with supporting market documentation and is subject to review and approval by the Contracting Officer.

  The Government will evaluate price for completeness and reasonableness. Price reasonableness will be determined through comparison of quotes received. Delivery charges shall either be included in the proposed mark-up or separately identified in the price schedule. Any delivery-related costs must be clearly disclosed.

(End of Submission Requirements)

Contract Administration Data

1) Description of Agreement:

A blanket purchase agreement (BPA) is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply.

The objective of this agreement is for a five-year BPA for the supply and delivery of #1 diesel fuel, #2 diesel, unleaded gasoline, and liquefied propane gas (LPG) at the Morris Wetland Management District when requested by the contracting officer or the authorized representative for the period 09/01/2026 through 08/31/2031.

The vendor will be selected based upon proven capabilities. This BPA may only be used at the Morris WMD with the U.S. Fish & Wildlife Service (USFWS). The following order procedures shall be used in accordance with FAR Part 12.201-1(e)(3) *Blanket purchase agreement*. (FAR Overhaul - Part 12 | Acquisition.GOV).

2) Extent of Obligation:

The Government is obligated only to the extent of authorized purchases actually made under the BPA. The Federal Government is exempt from applicable taxes as determined by the state.

3) Purchase Limits:

Prior to the initiation of a BPA Call, the Morris WMD is required to verify the remaining purchasing capacity of the agreement.

Minimum amount per BPA call (order): 20 gallons
Maximum amount per BPA call (order): 3,000 gallons

Authorized purchase card users shall ensure that credit card purchases do not exceed the applicable micro-purchase threshold. As of the current guidance, the micro-purchase threshold is $10,000.00 for **supplies**. Micro-purchase thresholds are subject to change in accordance with authorized revisions to the Federal Acquisition Regulation (FAR), specifically FAR 2.101, **and are contingent upon final determinations made by the U.S. Department of Interior and U.S. Fish and Wildlife Service**. Authorized purchase card users are responsible for verifying the most current thresholds prior to initiating any procurement action.

4) List of Authorized Callers:

1. Refuge Manager
2. Deputy Refuge Manager
3. Administrative Support Assistant

Authorized callers also include any warranted contracting officer up to their warrant authority. Government Purchase Card training certificates for all potential callers shall be maintained at the field level and accessible to the Contracting Officer upon request.

5) Issuance of BPA Calls

CO's or any authorized cardholders seeking to place orders against this BPA consent to the terms and conditions set forth in the BPA.

BPA Calls (Below the Micro-Purchase Threshold)

The Government Purchase Card (GPC) may be used to pay for services in amounts less than the micro purchase threshold (MPT) (ref. section 3. Purchase Limits and guidance below).

Authorized purchase card users shall ensure that credit card purchases do not exceed the applicable micro-purchase thresholds supplies. As of the current guidance, the micro-purchase threshold is $10,000.00 for supplies. Micro-purchase thresholds are subject to change in accordance with authorized revisions to the Federal Acquisition Regulation (FAR), specifically FAR 2.101, ***and are contingent upon final determinations made by the U.S. Department of Interior and U.S. Fish and Wildlife Service****. Authorized purchase card users are responsible for verifying the most current thresholds prior to initiating any procurement action.*

Prior to purchasing, authorized purchase card users are required to verify the remaining purchasing capacity of this agreement. All purchases are considered "calls" off the applicable BPA. Please refer to the DOI Purchase Card Policy for additional information relating to payment and record keeping.

BPA Calls (Above the Micro-Purchase Threshold)

A Program Purchase Request (PPR) must be submitted in MySupport such that a warranted CO can make the purchase. The PPR must include a brief statement of work for the current need, an independent government estimate (IGE), the required period of performance or completion date, place of performance, technical points of contact, and any other supplemental documentation critical to the requirement. Once submitted and approved, the PPR will be assigned to a requisitioner who will enter the purchase requisition (PR). The PPR/PR is then expedited to a Contract Specialist (CS) for review and processing.

6) Invoicing and Payment Procedures (BPA Calls Exceeding the Micro-Purchase Threshold)

Invoicing procedures for a BPA call over the micro-purchase threshold begin after a BPA call is executed by a warranted CO and services have been completed and accepted by the Government. Invoices are submitted via the Internet Payment Platform (ipp.gov) by the contractor, and are required to contain the following information:

a. Name of Contractor
b. BPA #
c. BPA call number (to be provided by Government)
d. Period of performance/delivery date
e. Quantity and unit price, including OPIS posting price and metered delivery tickets identifying each tank location serviced

If the Contractor is experiencing issues with the invoicing process, they may contact the IPP Production Helpdesk at (866) 973-3131.

Once an invoice has been received, the station's government receiving official must review and approve/reject the invoice. Payment cannot be made prior to delivery. The electronic payment process for small businesses is usually 10-14 days (or less).

7) BPA Call Administration

The BPA CO is responsible for administration and management of the BPA. Under no circumstances shall any understanding, agreement, modification, or any other action in deviation from the terms and conditions of the BPA be effective or binding upon the Government. The CO is available to answer questions concerning planning and developing BPA calls, review, and approval procedures, and can provide overall guidance, oversight, and general information regarding these BPAs. All administration associated with individual BPA calls will be performed by the CO issuing the BPA call. Additionally, all official BPA call files will be maintained at each ordering office.

8) Contractor Responsibilities

The awardee under this BPA is responsible for the following:

- Guaranteeing deliverables meet the terms and conditions set forth in the primary BPA and each consequent BPA call
- Submitting accurate invoices to the Internet Payment Platform (IPP.gov) following Government acceptance

9) Contracting Officer (CO) Responsibilities

The BPA CO has the overall responsibility for managing and administering the BPA, as well as the following:

- Providing administrative guidance for placing orders
- Monitoring the BPA limit annually
- Serve as the local contracting focal point for coordination and award of BPA calls
- Confirm BPA calls are within the BPA scope, rates (if applicable), and terms
- Ensure BPA call request packages are properly prepared and provide all requested information

10) Questions

Questions regarding this BPA shall be directed to the assigned CO or COR (listed below). The CO is the only individual authorized to make changes to this BPA.

Contracting Officer (CO): Jeremy Riva, jeremy_riva@ios.doi.gov, 303-535-4788

Contracting Officer's Representative (COR): Deborah Hoffman, 320-273-2191, deborah_hoffman@fws.gov

Technical Representative: Joshua Pittman, 320-288-3328, joshua_pittman@fws.gov

(End of BPA Administration Data)

Statement of Work

Morris Wetland Management District has a requirement for a 5-year, multi-vendor BPA to purchase the following bulk fuels for delivery:

a. 87 Octane Unleaded Gasoline
b. #1 Diesel
c. #2 On-Road Diesel
d. Liquid Propane

Delivery Address:
Morris Wetland Management District
43875 230th Street
Morris, MN 56267

2. Fuel will be delivered to on-site fuel tanks, owned by the Morris Wetland Management District, in the following estimated fuel capacities:

- Gas = two - 1,000-gallon tanks; projected need of 21,000 to 28,000 gallons
  - Estimate 4,500 ± gallons per year
- Diesel = one – 1,000-gallon tank; projected need of 21,000 to 24,000 gallons
  - Estimate 4,500 ± gallons per year
  - 30% #1 Diesel and 70% #2 Diesel
- Propane = two – 1,000-gallon tanks; projected need of 6,000 to 8,000 gallons
  - Estimate 2,000 ± gallons per year

3. This fuel cost per gallon will also include MN Pollution charges when applicable.
4. BPA purchases will be paid with charge cards unless the purchase amount is greater than $10,000 per purchase.
5. This will be a 5-year BPA for funding up to the total of, but not greater than $250,000.

- Start date of BPA: 09/01/2026
- End Date of BPA: 08/31/2031

6. Contact People in reference for this BPA are:

- Deborah Hoffman (deborah_hoffman@fws.gov) 320-273-2191
- Joshua Pittman (joshua_Pittman@fws.gov) 320-288-3328

Clauses

DOI Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)

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:

1. One (1) PDF copy of the invoice billed according to contract line items and rates.
    a. If a partial payment is billed and the invoice reflects a lump sum, the invoice shall include an itemized breakdown and a narrative progress summary outlining the work completed during the billing period.
    b. If final payment is billed, the last invoice shall state “FINAL.”

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 the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

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.

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 these address: https://www.acquisition.gov/browse/index/far; https://www.acquisition.gov/far-overhaul

The following clauses are incorporated by reference:

52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020) (Deviation MAR 2026)
52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation MAR 2026)
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation MAY 2026)
52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation MAY 2026)
52.222-19 Child Labor-Cooperation with Authorities and Remedies. (JAN 2025) (Deviation MAY 2026)
52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation MAY 2026)
52.222-50 Combating Trafficking in Persons. (OCT 2025) (Deviation MAY 2026)
52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-3 Protest after Award. (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
52.240-91 Security Prohibitions and Exclusions. (Deviation MAR 2026)
52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (Deviation MAY 2026)

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation MAR 2026)

(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-

(i) 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.

52.219-28 Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code [ ] assigned to contract number [ ].

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is,[ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program*.[*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title._____]

52.223-23 Sustainable Products and Services. (MAY 2024) (Deviation MAY 2026)

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

Sustainable product means-

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are-

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

52.222-90 Addressing DEI Discrimination by Federal Contractors (MAY 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.

Provisions

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 address: https://www.acquisition.gov/far-overhaul

The following provisions are incorporated by reference:

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)
52.204-7 System for Award Management-Registration. (NOV 2024) (MAR 2026 Deviation)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (MAR 2026 Deviation)

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (MAR 2026 Deviation)

(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.

52.212-2 Evaluation-Commercial Products and Commercial Services. (NOV 2021) (MAR 2026 Deviation)

(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:

- Ability to meet technical specifications
- Past Performance
- Price

(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.