SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1159640

PAGE 1 OF 27

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12639526Q0260

6. SOLICITATION ISSUE DATE: 08/05/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: TODD BIERL

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

8. OFFER DUE DATE/LOCAL TIME: 08/19/2026 1700 ET

9. ISSUED BY CODE APHIS-MN-1263

USDA APHIS
250 MARQUETTE AVE
SUITE410
MINNEAPOLIS MN 55401

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333922

SIZE STANDARD: 500

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

12. DISCOUNT TERMS

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

13b. RATING

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

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

See Schedule

16. ADMINISTERED BY CODE APHIS-MN-126395

USDA APHIS
250 MARQUETTE AVE
SUITE410
MINNEAPOLIS MN 55401

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DELIVER TO: USDA APHIS PPQ MFRF - 7M0H USDA APHIS PPQ MFRF - 7M0H Mexican Fruit Fly Rearing Facility 22675 N. MOOREFIELD RD BLDG 6418 EDINBURG TX 78541-1005 US The purpose of this project is to procure (1) Model C-24 Cyberjet that will be used at the Mexican fruit fly Rearing Facility. The work to be performed under this contract consists of *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

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

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

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	furnishing all materials, equipment, supplies, labor and transportation as required by the Pricing Schedule and in accordance with these specifications. All work materials and services not expressly called for in these specifications but are necessary for completion of the contract requirements shall be performed and furnished by the Contractor at no additional cost to the Government. Brand Name Procurement Equipment to be washed/sanitized Specifications The vendor shall provide documentation as to the equipment being delivered that meets the following: Quotes are due by 19 August 2026 5:00 PM EST No late submissions will be accepted by Contracting Officer Quotes will be no more than 75 pages. Evaluations will be based on the following: 1 Ability to provide procurement by SOW parameters Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2 Previous contracts (3) to show similar procurements to customers 3 Technical Ability 4 Price Packing and Delivery Shipment shall be palletized and shrink wrapped on the pallet. Delivery Address: (FOB Destinations): 22675 N Moorefield Rd Bldg 6420 Edinburg, TX. 78541 Delivery of Equipment will be decided based on Lead Time Deliveries shall be made Monday through Friday between 7 a.m. and 2:30 p.m. READ SOW HAS BEEN UPDATED! Delivery: 08/19/2026 Period of Performance: 08/05/2026 to 08/19/2026				
0001	Purchase of one (1) Better Engineering Model: C-24 "Cyberjet" Conveyorized Parts Washing Systems, in accordance to the specifications on SOW.	1	EA		
0002	Estimated Freight of equipment - $6,280.00 (subject to change at the time of shipping) Todd K. Bierl (Major Program Contracting Officer) Emergency Acquisition Marketing and Regulatory Program Business (MRPBS) Acquisition and Asset Management Division (AAMD) Acquisition Branch Animal and Plant Health Inspection Service (APHIS) Continued ...	1	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Office#(612)336-3465 Cell# (612)500-1321/(763)286-8084				

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

Requirements
The purpose of this project is to procure a Model C-24 “Cyberjet” that will be used at the Mexican fruit fly Rearing Facility. The work to be performed under this contract consists of furnishing all materials, equipment, supplies, labor and transportation as required by the Pricing Schedule and in accordance with these specifications. The scope is to deliver the washer to the intended location only. Rigging, and installation is not included.

Equipment to be washed/sanitized

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

Scope of Work

- The vendor shall provide one (1) **Model C-24 “Cyberjet”.** The products shall meet size specifications, part no. and brand requirements to be considered acceptable. We request the vendor to give us it projected footprint so that we can share this information with our engineers.

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

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

System Footprint / Dimensions

- Overall approximate length: 324”
- Overall approximate width: 60”
- Overall approximate height: 80”

Utility Requirements

- 460 Volt, 3-Phase, 60 HZ
- Rotary Disconnect

Materials of Construction

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

Product Clearance/Working Dimensions

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

Conveyor

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

Conveyor Drive

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

True Modular Construction

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

Powered Vertical Doors-Total Canopy Access

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

"S3" Spray Module

- 68" overall module length
- Buffers will match the IVC from the working dimensions at 32"
- Heated tank; 275 gallons, 36 KW heat
- 10 HP pump (200 GPM at 60 PSI), vertical seal-less style
- Nominal operating temperature of 140° F
- Vertical canopy door for complete access

"S5" Spray Module

- 92" overall module length
- Buffers will match the IVC from the working dimensions at 32"
- Heated tank; 400 gallons, 48 kW heat
- 10 HP pump (200 GPM at 60 PSI), vertical seal-less style
- Nominal operating temperature of 140° F
- Vertical canopy door for complete access

"DH" Dry Module (Heated)

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

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

Load and Unload Ends

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

Solution Tank Features

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

DSS-24 DOOR SAFETY SWITCH

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

Water Level Controls and Auto Water Fill

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

External Finish

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

Spray and Dry Manifolds

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

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

The Drying Modules

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

Central Control Station

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

Technical Points of Contact

USDA APHIS PPQ MFFRF

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

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

Applicable Standards

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

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

Delivery Address: (FOB Destinations):

22675 N Moorefield Rd Bldg 6420 Edinburg, TX. 78541

Delivery of Equipment will be decided based on Lead Time

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

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

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

Warranty

A. The contractor shall provide the Government at least the same warranty terms offered to the general public in customary commercial practice. At minimum, the contractor shall guarantee product quality for full compliance with contract specifications, terms and conditions for 45 days from the date of delivery, inspection, and acceptance.

B. The USDA reserves the right to preform follow up testing for the above contaminants on any shipment received for at least 45 days from the date of delivery, inspection, and acceptance and can return the shipment to the vendor for credit if found contaminated.

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998
This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52
52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:
☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
X 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
X 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan(Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
X 52.222-54 Employment Eligibility Verification (Nov 2025)
X 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☒ 52.223-23 Sustainable Products and Services
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☒ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)

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

Other Applicable Clauses

52.232-16 Progress Payments (Nov 2021)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:
(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR)31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-
(i) In accordance with the terms and conditions of a subcontract or invoice; and
(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-
(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
(ii) Costs incurred by subcontractors or suppliers.
(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
(iv) Payments made or amounts payable to subcontractors or suppliers, except for-
(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by paragraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.
(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
(b) *Liquidation*. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the

Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
(c) *Reduction or suspension*. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).
(2) Performance of this contract is endangered by the Contractor's—
(i) Failure to make progress; or
(ii) Unsatisfactory financial condition.
(3) Inventory allocated to this contract substantially exceeds reasonable requirements.
(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in paragraph (a)(1) of this clause.
(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
(i) Parts, materials, inventories, and work in process;
(ii) Special tooling and special test equipment to which the Government is to acquire title;
(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and
(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; *e.g.,* the termination clauses, shall determine the handling and disposition of the property.
(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-
(i) Delivered to, and accepted by, the Government under this contract; or
(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
(e) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).
(f) *Control of costs and property*. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
(3) Each Contractor request for progress payment shall:
(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
(ii) Include any additional supporting documentation requested by the Contracting Officer.
(h) *Special terms regarding default*. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall-
(i) Excuse the Contractor from performance of obligations under this contract; or
(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
(2) The Government's rights and remedies under this clause-
(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
(1) The amounts included are limited to-
(i) The unliquidated remainder of financing payments made; plus
(ii) Any unpaid subcontractor requests for financing payments.
(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.
(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-
(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
(ii) Are at least as favorable to the Government as the terms of this clause;
(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
(iv) Are in conformance with the requirements of FAR 32.504(e); and
(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-
(A) The Contractor defaults; or
(B) The subcontractor becomes bankrupt or insolvent.
(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-
(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR part 32;
(ii) Are in conformance with the requirements of FAR 32.504(f); and
(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcon-
tract to the Government's right to require delivery of the property to the Government if-
(A) The Contractor defaults; or
(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-
(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;
(ii) Are in conformance with the requirements of FAR 32.504(g); and
(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-
(A) The Contractor defaults; or
(B) The subcontractor becomes bankrupt or insolvent.
(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
(k) *Limitations on undefinitized contract actions*. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of

the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
(l) *Due date*. The designated payment office will make progress payments on the TBD day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
(m) *Progress payments under indefinite-delivery contracts*. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would
create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(1) Any such clause is unenforceable against the Government.
(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanisms (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.233-1 Disputes (May 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 **U.S.C chapter 71 until certified. A** voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.
(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.246-17 Warranty of Supplies of a Noncomplex Nature (June 2003)

(a) *Definitions.* As used in this clause-
Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."
(b) Contractor's obligations.
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **TBD** [*Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]-*
(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to

that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.
(c) Remedies available to the Government.
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within *45 days after discovery of the defect*.
(2) Within a reasonable time after the notice, the Contracting Officer may either-
(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
(3)
(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-
(A) May, for sampling purposes, group any supplies delivered under this contract;
(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
(A) Require an equitable adjustment in the contract price for any group of supplies.
(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.
(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
(4)
(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-
(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule,

and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

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

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

452.204–70 Modification for Contract Closeout (Nov 2025)

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

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

Evaluation Criteria

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Evaluation Method:

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

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

100% small business set-aside under NAICS 333922 (size standard 500 employees).