SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: ArgonIDIQ

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: SPMYM326Q4033

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Gary Chandler

b. TELEPHONE NUMBER *(No collect calls)*: 207-438-1767

8. OFFER DUE DATE/ LOCAL TIME: 29 Jun 2026 12:00 AM

9. ISSUED BY — CODE: SPMYM3

DLA MARITIME - PORTSMOUTH
CONTRACTING DIVISION (DLA-KME), PORTSMOUTH NH 03801-5000
PORTSMOUTH, NH 03801-5000
UNITED STATES
Gary Chandler, Email: gary.d.chandler.civ@us.navy.mil Telephone: 207-438-1767

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 325120

SIZE STANDARD: 1200

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)
- [x]

13b. RATING: DO-A3

14. METHOD OF SOLICITATION
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE:

See Continuation

16. ADMINISTERED BY — CODE:

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 NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Continuation *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: See Continuation

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

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [ ] ARE [x] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 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: See Continuat

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)*

31c. DATE SIGNED

Solicitation/Contract Form Continuation

Argon IDIQ

YM3 A1: INVOICING AND PAYMENT INSTRUCTIONS

Contracting Officer's point of contact is: Gary Chandler, Code KME.GC Email: gary.d.chandler.civ@us.navy.mil
Submit invoices via Wide Area Workflow (https:/ /wawf.eb.mil) in accordance with the instructions contained in FAR 252.232-7006 (Wide Area Workflow Payment Instructions). Calls inquiring on payments can be made to DFAS Cleveland Customer Service 1-855-608-3975, Monday-Friday between the hours of 9:30 a.m. - 2:30 p.m. EST.

When invoicing, please ensure you invoice matches exactly what the WA WF table in clause 252.232-7006 dictates, and that you enter in the proper ACRN for the line item for the associated CLIN. Do NOT leave the ACRN field blank. If the information does not match you may be subject to significant payment delays or invoice rejections.

DFAS online ticketing system: https://corpwebl.dfas.mil/askDFAS/custMain.action?mid=14

WAWF invoice/reject inquiries can be made to ask DFAS by email at: https://www.dfas.mil/dfas/AskDFAS/

The DFAS website is https://www.dfas.mil/dfas/AskDFAS/DoDAAC.html

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Allowed Per Order
Minimum: 1 Each
Maximum: 215 Each

Government Minimum/Maximum to Order
Minimum: 1 Each
Maximum: 215 Each

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	Argon Dewars As per Attachment 1 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	200	Each		
0002	Data Requirements See Exhibit A - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		
0003	Argon Dewars As per Attachment 2 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	15	Each		
0004	Data Requirements See Exhibit B - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		
Option Line Item 1001	Argon Dewars As per Attachment 1 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	200	Each		
Option Line Item 1002	Data Requirements See Exhibit C - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		
Option Line Item 1003	Argon Dewars As per Attachment 2 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	15	Each		

Option Line Item 1004	Data Requirements See Exhibit D - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		
Option Line Item 2001	Argon Dewars As per Attachment 1 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	200	Each		
Option Line Item 2002	Data Requirements See Exhibit E - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		
Option Line Item 2003	Argon Dewars As per Attachment 2 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	15	Each		
Option Line Item 2004	Data Requirements See Exhibit F - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		
Option Line Item 3001	Argon Dewars As per Attachment 1 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	200	Each		
Option Line Item 3002	Data Requirements See Exhibit G - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		
Option Line Item 3003	Argon Dewars As per Attachment 2 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	15	Each		
Option Line Item 3004	Data Requirements See Exhibit H - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		

Option Line Item 4001	Argon Dewars As per Attachment 1 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	200	Each		
Option Line Item 4002	Data Requirements See Exhibit J - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		
Option Line Item 4003	Argon Dewars As per Attachment 2 - Specifications SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	15	Each		
Option Line Item 4004	Data Requirements See Exhibit K - SPMYM326Q4033 Pricing Arrangement: Firm Fixed Price	1	Set		

Continuation of Description

Requirements
Argon IDIQ

Continuation of Packaging and Marking

DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

MERCURY CONTROL (SUPPLIES)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

CORRECTION OF CERTIFICATIONS:

Data deliverables which have been submitted to the receipt inspection activity shall not be modified or corrected by the contractor after submittal without approval from the Material Logistics group, Code 245. The change must be apparent on the amended certification and must be provided by the appropriate source (e.g., changes to a mechanical testing report must be performed by the testing facility vice a distributor). Corrected certifications must include the signature of the authorized representative making the change. If the change is initialed and dated, it must be initialed by the same person whose signature appears on the certification. Typed initials on corrected certifications are not acceptable. If the change is made by an authorized representative other than the original authorized representative, the change shall be signed by the authorized representative making the change. Statements substantiating the reason and/or justification for the change must be provided on the certification or in separate correspondence unless the change is administrative in nature (specification revision changes and qualitative or quantitative test data changes are technical and require written justification). When changes are made to certifications or rework is performed on material, Certificates of Compliance/Conformance (COC) must be resigned and dated to affirm that the contract and specifications have been met. The revised COC is required to be provided and dated on or after the date of revised certification. The COC does not require an explanation or rationale by the vendor, provided justification for change is identified elsewhere. Where supplementary data (i.e., not contract

deliverables) is provided after the date on the COC, or administrative changes are made to the supporting certifications, the COC may stand as is.

SPECIFICATION CHANGES

No changes to specification or other contract technical requirements are allowed without Contracting Officer approval.

HAZARDOUS MATERIAL

Packaging, Packing, Marking and Labeling

Hazardous materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with Mil-Std-129 and all applicable Government and carrier regulations in effect at time of shipment.

TYPE OF SHIPMENT APPLICABLE REGULATIONS

1. Domestic A

2. Domestic Air Commercial A, B, C

3. Domestic Air Military A, E

*4. Export Surface A, F, G

*5. Export Air Commercial A, D, G

*6. Export Air Military (MAC) F, G

LIST OF REGULATIONS:

A. Code of Federal Regulations Title: 49 Transportation Parts 100-199

B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B 82

C. Official Air Transport Restricted Articles Circular No. 6-D

D. International Air Transport Association Restricted Articles Regulations

E. International Maritime Dangerous Goods Code

F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Air Shipment

*G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

YM3 D2.2: MARKING OF SIDPMENTS ALT I

The contractor shall mark all shipments of military packaged items in accordance with MIL-STD-129 (Latest Revision) "Marking for Shipment and Storage" and all commercially packaged items in accordance with ASTM-D-3951 (Latest Revision) "Standard Practice for Commercial Packaging.

YM3 D4: PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)
Preservation, packaging and packing shall be in accordance with ASTM Designation D-3951(Latest Revision), "Standard Practice for Commercial Packaging

YM3 D8: PROHIBITED PACKING MATERIALS
The use of asbestos or excelsior is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity. Receiving activity shall execute acceptance certificate on the applicable inspection and receiving

report form: DD Form 1155, Standard Form 44, DD form 250, or the Wide Area Workflow (WAWF) Receipt and Acceptance Receiving Report. The executed payment copy shall be forwarded to the paying office within four (4) workdays thereafter.

NOTICE OF CONSTRUCTIVE ACCEPTANCE PERIOD

Contractors are hereby advised that the constructive acceptance period established in accordance DFARS 232.904 and, as applicable in either 52.212-4 (i) (2) or 52.232-25 (a) (5) (I) (Prompt Payment), is revised to 45 calendar days in lieu of 7 calendar days.

CONSIGNMENT INSTRUCTIONS FOR DELIVERIES TO THE PORTSMOUTH NAVAL SHIPYARD

Consign Parcel Post shipments to Portsmouth, NH 03801.

For access to the Portsmouth Naval Shipyard (PNS), contact PNS Security Pass Office at 207-438-2235/2614.

MARK SHIPPING DOCUMENTS: "Notify Receiving Officer, Portsmouth Naval Shipyard prior to arrival for delivery instructions. Telephone: 207-438-5521/5206".

NOTICE: CARRIER'S DRIVERS ENTERING PORTSMOUTH NAVAL SHIPYARD MUST BE UNITED STATES CITIZENS BY BIRTH OR MUST CARRY EVIDENCE OF NATURALIZATION.

Except by special arrangement, shipments will be received only between the hours of 7:00 AM and 2:30 PM local time, Monday through Friday (Federal Holidays excepted).

CERTIFICATION REGARDING ACTUAL MANUFACTURER

The offeror/contractor certifies that it [ ] is, [ ] is not (check one)the actual manufacturer of the item(s) covered by this solicitation/ contract.

The following information is to be provided by offerors/contractors who are not the actual manufacturer as explained above:

A. Actual Manufacturer(s) identification: If more than one, identify all,

Name/Address Actual Manufacturer's Part No. or

Other Descriptions

B. Support effort performed by the offeror/contractor in addition to purchasing the item(s) for resale to the government.

1. Testing/Quality Assurance: [ ] Yes, [ ] No.

2. Preservation, Packaging and Packing: [ ]Yes, [ ] No.

3. Bar coding: [ ] Yes, [ ] No.

4. Other (explain): _____

AWARD - SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of the items involved, the right is reserved to make a single award to the responsive offeror whose total proposal on all items is low.

DLA PROCUREMENT NOTES

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.
*****

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023)

(1) By submitting a quotation or offer, the contractor, if it is not the manufacturer of the item, is confirming it currently has, or will obtain before delivery, and shall retain documented evidence (supply chain traceability documentation), as described in paragraph (2) of this procurement note, demonstrating the item is from the approved manufacturer and conforms to the technical requirements.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. In addition, the contractor will obtain and supply any quality requirements necessary to prove the material meets the technical description. Evidence of quality consist of test results, material certifications, and manufacturing process sheets, identified by the technical data.

(3) Contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website

(http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance- Program/).

(4) The contractor shall immediately make documentation available to the contracting officer upon request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for six years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

*****

C04 Unused Former Government Surplus Property (SEP 2021)

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes [__] No [__]

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and

Government Entity (CAGE) Code and part number, specification, etc.). Yes [__] No __ The material conforms to the revision letter/number, if any is cited. Yes [__] No [__]

Unknown __

If No, the revision does not affect form, fit, function, or interface. Yes__ No __ Unknown __

The material was manufactured by:

(Name): _____

(Address): _____

(2) The offeror currently possesses the material Yes __ No __

If yes, the offeror purchased the material from a Government selling agency or other source.

Yes __ No __ If yes, complete the following:

Government Selling Agency: _____

Contract Number: _____

Contract Date: (Month, Year): _____

Other Source: _____

Address: _____

Date Acquired: (Month/Year) _____ (3) The material has been altered or modified. Yes __ No __ If Yes, complete the following:

Name of the company that performed the alternation or modification:

_____

[(Address): _____

Complete description of the alterations or modifications.

_____

_____ (4) The material has been reconditioned. Yes __ No __ If Yes, complete the following:

(i) The price offered includes the cost of reconditioning /refurbishment. Yes __ No __ (ii) Name of the company that reconditioned the material.

_____

(iii) Description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

_____

_____

The material contains cure-dated components. Yes __ No __ If Yes, complete the following:

(i) The price includes replacement of cure-dated components. Yes __ No __

(ii) Cure date: _____

(5) The material has data plates attached. Yes __ No __ If Yes, insert all information contained on the data plate.

_____
_____

(6) The offered material is in its original package. Yes __ No __ If yes, complete the following:

Contract Number _____

NSN_____

CAGE Code_____

Part Number _____

Other Markings/Data_____

(7) The offeror has supplied this same material (National Stock Number) to the Government before. Yes __ No __

If Yes, complete the following:

(i) The material being offered is from the same original Government contract number as that provided previously. Yes __ No __

(ii) State below the Government Agency and contract number under which the material was previously provided:

Agency _____

Contract Number_____

(8) The material is manufactured in accordance with a specification or drawing. Yes __ No __ If Yes, complete the following:

(i) The specification/drawing is in the possession of the offeror. Yes __ No __

(ii) The offeror has stated the applicable information below: Yes __ No __

Specification/Drawing Number _____

Revision (if any) _____

Date_____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes __ No __

If Yes, complete the following:

(i) Material has been re-preserved. Yes __ No __

(ii) Material has been repackaged. Yes __ No __

(iii) Percentage of material that has been inspected is ____%; and/or

(iv) Number of items inspected is _____

(v) A written report was prepared. Yes __ No __

The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

The offeror will forward one of the following, within 24 hours of request by the contracting officer, to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):

___ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.

___ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

___ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (6) of this procurement note Yes __ No __)

___ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe:

_____

This procurement note only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.

If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted.

In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

*****

C07 Warstopper Program Material Buffer Availability (JAN 2021)

(1) The Warstopper Program Material Buffer (Buffer) helps decrease lead times for raw material to support defense contracts relating to military systems with a wartime requirement. The Worldwide Web Industrial Capabilities Program (WICAP) website (https://ibms.dape.dla.mil/wicap) identifies current material buffer suppliers and materials. If buffer material is unavailable or the quantity of material is inadequate to complete the requirement, the contractor shall contact the contracting officer representative (COR) for guidance. When a buffer is established, the contractor shall use the following process to submit requests for buffer material. A defense contractor (or sub-tier contractor supporting a prime

contractor) with a current, active U.S. Government contract shall submit a valid request to use buffer material to the COR for the respective buffer material. The COR will review the submittal and approve or disapprove the request. The contractor shall include the following information in the request:

(a) Requestor's name;

(b) U.S. Government contract number;

(c) Defense Priorities and Allocations System (DPAS) rating;

(d) Material specification;

(e) Quantity required;

(f) Required delivery date; and

(g) Whether there is a pre-existing supply contract with the material buffer contractor.

(2) If no prior contractual relationship exists between the contractor requesting access to the buffer material and the material buffer contractor, the material buffer contractor is authorized to enter into a contract to provide material from the buffer after the COR approves a valid request. The contractor shall include this action in the monthly report submitted to the COR. When requests exceed the buffer's maximum monthly material availability, the material supplier may negotiate phased delivery of material across the material monthly availability; or the Government COR may prioritize the release of the material at the Government's discretion.

(3) The material price for contractors accessing the material buffer is the material price identified in any pre-existing contract with the material buffer contractor. The material price for contractors with no preexisting contract with the material buffer contractor is the standard (not spot market levels) pricing for the material. Contractors using the buffer are solely responsible for costs of using the buffer, and the Government has no liability either for these costs or for delays or other effects arising from the use of the buffer.

(4) The buffer material provided is not Government furnished material, but is a normal vendor-to-vendor transaction with all applicable warranties and guarantees provided through the commercial transaction.

*****

C09 Economic Price Adjustment - Department of Labor Index (JUN 2020)

(a) Warranties. The contractor warrants that--

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this procurement note; and

(2) Prices invoiced shall be computed in accordance with the terms of this procurement note.

(b) Definitions. As used throughout this procurement note--

(1) *"Index"*, for the purpose of price adjustment under this procurement note, means the Producer Price Index(es) reported in the monthly publication entitled, "Producer Price Indexes", published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for

the following code number(s) and title(s): **NAICS: 325120 TITLE: INDUSTRIAL GAS MANUFACTURING** _; or the Employment Cost Index (es) reported in the quarterly publication entitled,

"Employment Cost Indexes," published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): __

(2) *"Base index"* means the arithmetic average of the final version of the indexes published for the_2_months, or___quarters for ECI, preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.

(3) *"Adjusting index"* means the arithmetic average of the [X] first published or [ ] final version of the index for the months, or_2____quarters for ECI, prior to the month in which the adjusting contract modification is effective.

(4) *"Base unit price"* means the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this procurement note.

(5) *"Adjustment period"* means the period during which a particular adjustment to the unit price under this procurement note (calculated at the beginning of the adjustment period) will apply. The length of each adjustment period in months is the number of adjustments allowed per year in (c)(1) below divided by 12.

(c) Adjustments. Prior to the end of each adjustment period, the contracting officer will calculate the adjusting index and any adjusted contract unit price(s) for the new adjustment period, and modify the contract accordingly. The contracting officer will make price adjustments in accordance with this procurement note by issuing a contract modification showing the base index, the adjusting index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall apply to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The contracting officer will base the price adjustment(s) for each adjustment period on the percentage change between the base index and the adjusting index for the adjustment period, as applied to the base unit price.

(1) The contractor shall decrease its price in any particular adjustment period if the adjusting index is less than the base index. This contract allows__price adjustments per contract year.

(2) Example of adjustment calculation:

Base Index= 109.88*

Adjusting Index = 112.72*

Less base index = 109.88

Change to index = 2.84

Divide change to index by base index = 2.84 / 109.88 = .02585 (2.585%)**

Multiply by the base unit price = $50.00 x .02585 = $1.29***

= Unit Price Adjustment

Adjusted unit price = $51.29

*In computing the base and adjusting indexes, the contracting officer will round the resulting figure to the second decimal place.

**The contracting officer will round this number to the fifth decimal place.

***The contracting officer will round all dollar figures to the nearest cent.

(d) Upward ceiling on economic price adjustment. No upward ceiling shall apply under this economic price adjustment procurement note, unless the BLS series is based on indices below the six-digit level. (An index "below the six-digit level" in BLS usage means an index with an identifier exceeding six-digits). For any BLS series that is below the six-digit level, the following ceiling shall apply: The contractor agrees that the aggregate of the increases in any contract unit price under the terms of this procurement note shall not exceed **25 %** (percent) of the original base unit price, except as provided hereafter.

(1) If at any time the contractor has reason to believe that within the near future a price adjustment under the terms of this procurement note will be required that will exceed the adjustment ceiling for any item, the contractor shall promptly notify the contracting officer in writing of the expected increase. The notification shall include a revised ceiling the contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the contracting officer.

(2) If an increase in the index would raise a contract unit price for an item above the current ceiling, the contracting officer may issue a contract modification to raise the ceiling. If the contracting officer does not raise the contract ceiling, the contracting officer will promptly notify the contractor in writing.

(e) Invoices. The basis for prices payable under this contract is the latest adjusted unit price incorporated into the contract as of the date of order.

(f) Retroactive adjustment. This paragraph applies only if the contracting officer selected "first published index" in paragraph (b)(3). If the Government has already paid for orders delivered during an adjustment period, the contractor may request a retroactive adjustment. The contracting officer will, base the retroactive adjustment on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the adjustment ceiling in paragraph (d) and nder] the following conditions:

(1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used;, and identifies all invoices and payments to which it applies cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.

(2) The total dollar change for items delivered is $ ($500.00 unless otherwise stated) or more for the applicable adjustment period(s).

(3) The contracting officer received the contractor's written request within 45 days following publication of the final revised index.

The contractor shall adjust its prices downward based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f)(2).

(g) Revision of index. If any applicable index is discontinued or its method of derivation is altered substantially, or if the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute. The contracting officer will modify the contract to reflect such substitute effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(h) Final invoice. The contractor shall include a statement on the final invoice confirming it has applied all decreases required by this procurement note to the amounts invoiced.

(i) Disputes. The "Disputes" clause of the contract applies to any dispute arising under this procurement note.

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C13 Economic Price Adjustment - Standard Supplies (AUG 2017)
(a) The contractor warrants that the unit price stated in the schedule for _____ [offeror insert schedule line item number] is not in excess of the contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that --
(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
(2) Is the net price after applying any standard trade discounts offered by the contractor.
(b) The contractor shall promptly notify the contracting officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items ordered on and after the effective date of the decrease in the contractor's established price, and this contract shall be modified accordingly.
(c) If the contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the contractor's written request to the contracting officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
(1) The aggregate of the increases in any contract unit price under this procurement note shall not exceed 10 percent of the contract unit price [at the outset of each performance/ordering period].
(2) The increased contract unit price shall be effective --
(i) On the effective date of the increase in the applicable established price if the contracting officer receives the contractor's written request within 10 days thereafter; or
(ii) If the written request is received later, on the date the contracting officer receives the request.
(3) The increased contract unit price shall not apply to quantities [ordered] under the contract before the effective date of the increased contract unit price.
(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the contracting officer verifies the increase in the applicable established price.
(5) Within 30 days after receipt of the contractor's written request, the contracting officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.
(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this procurement note, and thereafter if there is no cancellation, the contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.
*****

C20 Vendor Shipment Module (VSM) (NOV 2022)

(1) The DLA Vendor Shipment Module (VSM) is a web-based system for DLA contractors obtain current shipping addresses, two-dimensional bar coded shipping labels in accordance with MIL-STD-129, bills of lading, packing lists, and other shipping documentation.

Contractors using VSM do not need to contact the transportation office prior to shipping items.

Contractors shall use VSM to print labels for f.o.b. destination contracts ; and to print labels and arrange for shipping for f.o.b. origin contracts. All contractors will use VSM to obtain shipping labels no more than two (2) days prior to shipment to ensure the current destination address is used.

(2) To obtain information for contracts administered by DLA or to register as a VSM user, the contractor shall contact the DLA VSM Helpdesk at (800) 456-5507 or via email to delivery@dla.mil.

(a) Before contacting the Government to advise that material is ready to ship, the contractor shall complete its VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment because the material was unavailable or the contractor facility was closed.

(3) To obtain information for contracts administered by DCMA, the contractor shall contact the DCMA VSM Helpdesk at (314) 331-5573 or vsm.shipments@dcma.mil.

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E05 Product Verification Testing (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract

will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.

(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.

(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the

Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, "Product Verification Test Samples - Do Not Post to Stock," Contract Number [*contractor insert*] and Lot/Item Number [*contractor insert*]" adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD- 129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:

(a) Hard copies of the contract;

(b) Material certifications/process operation sheets; and

(c) Drawings used to manufacture the units and return shipping information.

(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.

(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

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G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017)

Contractors shall include the Transportation Control Number (TCN) and carrier shipment tracking information when submitting the DD250/iRAPT Receiving Report in Wide Area Workflow (WAWF) in order to assist with material inspection and acceptance.

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H10 Awardee Requires No Access to DLA Controlled Technical Data or Information for Contract Performance (FEB 2020)

Awardee has confirmed it will not require access to DLA controlled technical data or information for contract performance, and it will provide items that conform to the current revision of applicable technical data.

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L01 Electronic Award Transmission (JUN 2020)

DLA provides notice of awards by either--

(1) Electronic email containing a link to the electronic copy of the Department of Defense (DD)

Form 1155, Order for Supplies or Services, on the DLA Internet Bid Board System (DIBBS); or

(2) Electronic Data Interchange (EDI) 850 utilizing American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services.

Offerors/contractors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://www.transactionservices.dla.mil/daashome/edi-vanlist- dla.asp). Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:

DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil

DLA Troop Support, dlaedigroup@dla.mil

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L02 Electronic Order Transmission (JUN 2020)

Offerors shall select one of the following alternatives for paperless order transmission:

( ) American National Standards Institute (ANSI) X12 Standards through a value added network

(VAN) approved by DLA Transaction Services; or

( ) Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

Offerors must register on the DLA Internet Bid Board System (DIBBS)

(https://www.dibbs.bsm.dla.mil/) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.

Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp). Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:

DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil

DLA Troop Support, dlaedigroup@dla.mil

DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

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L06 Agency Protests (DEC 2016)
Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.
*****

L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (JUN 2020, MAR 2023)

(1) The Government will use the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil) (formerly Past Performance Information Retrieval System - Statistical Reporting (PPIRS-SR)) and may use other performance history to evaluate suppliers' past performance.

(2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies the Government is purchasing.

(3) The contracting officer will use the quality and delivery classifications identified for a supplier in SPRS to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The Government will use this past performance information in accordance with the basis for award stated in the solicitation.

(4) SPRS generates classifications daily for each contractor. The SPRS Software User's Guide for

Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) and the SPRS

Government User Guide (https://www.sprs.csd.disa.mil/pdf/SPRS_Government.pdf) provide instructions for accessing SPRS classifications. Contractors have access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications; the SPRS reporting procedures and classification methodology detailed in the SPRS Software User's Guide for Awardees/Contractors

(https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf); and the SPRS Evaluation Criteria

(https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) provides the method to challenge a rating generated by SPRS.

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L09 Reverse Auction (OCT 2016)
The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the ContractingOfficer does not conduct a reverse auction, award may be made on initial offers or following discussions. If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following applies:
(1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.
(2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer A" or "lowest-priced offeror." By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.
(3) An offeror's final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the contracting officer determines that it would be in the best interest of the Government to re-open the auction.
(4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.
(5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.
(6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the

"trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.
*****

L10 Competing Individual Delivery Orders Through Reverse Auctions (OCT 2016)
(1) A reverse auction may be used as the price negotiation technique when competing delivery orders under this contract. The contracting officer issues a request for proposal. After receiving proposals, the
contracting officer will then send written notice via email to contractors with specifics about the reverse auction.
(2) Each contractor identified by the contracting officer as a participant in the reverse auction will be contacted by the DLA commercial reverse auction service provider to advise the contractor of the event and to provide an explanation of the process.
(3) The reverse auction will be conducted using the commercial reverse auction service provider's website, as embedded in the email notification. Participants shall be responsible for providing their own computer and Internet connection.
(4) Prior to the reverse auction, the Government will determine whether all participants' prices, or just the lowest price(s), will be disclosed to other auction participants and to anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each participant's identity will be concealed from other participants (although it will be known to the Government). If the Government opts to disclose one or more participant's prices, only generic identifiers will be used for each participant's proposed pricing (e.g., "participant A or "lowest priced participant"). By submitting a proposal for a solicitation that includes this note, a contractor agrees to participate in the reverse auctions that will be conducted for award of specific delivery orders to be issued under the resulting multiple award contract, and that its quoted prices for a delivery order may be disclosed to other Contractors participating in the reverse auction.
(5) Any contractor unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the contractor's inability to enter pricing is determined to be without fault on the part of the participant and outside the contactor's control.
(6) Training. The commercial reverse auction service provider or government representative
conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The contractingofficer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.
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L24 Economic Price Adjustment (EPA) - Established Prices (AUG 2017)
(a) The contractor warrants that the unit price stated in the Schedule for _____ [offeror insert Schedule line item number] is not in excess of the contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that --
(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
(2) Is the net price after applying any standard trade discounts offered by the contractor.
(b) The contractor shall promptly notify the contracting officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the contractor's established price, and this contract shall be modified accordingly.
(c) If the contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the contractor's written request to the contracting officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
(1) The aggregate of the increases in any contract unit price under this clause shall not exceed ___percent of the original contract unit price.
(2) The increased contract unit price shall be effective -
(i) On the effective date of the increase in the applicable established price if the contracting officer receives the contractor's written request within 10 days thereafter; or
(ii) If the written request is received later, on the date the contracting officer receives the request.
(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless

failure to deliver before that date results from causes beyond the control and without the fault or negligence of the contractor, within the meaning of the default clause.
(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the contracting officer verifies the increase in the applicable established price.
(5) Within 30 days after receipt of the contractor's written request, the contracting officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase, except as follows.
(i) The contractor may, after that time, deliver any items that were completed or in the process of manufacture at the time of receipt of the cancellation notice, provided the contractor certifies and notifies the contracting officer of such items within 10 days after the contractor receives the cancellation notice.
(ii) The Government shall pay for those items at the contract unit price increased to the extent provided by paragraph (d) of this clause.
(iii) Any standard steel supply item shall be deemed to be in the process of manufacture when the steel for that item is in the state of processing after the beginning of the furnace melt.
(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.
(e) The contractor shall certify on each invoice that each unit price stated therein reflects all decreases required by this clause and shall certify on the final invoice that all price decreases required by this clause have been applied in the manner required herein.
(f) Disputes. Any dispute arising under this clause shall be determined in accordance with the Disputes clause of the contract.
*****

L25 Evaluation of Offers - Economic Price Adjustment (AUG 2017)
(a) Offers in response to solicitations will be evaluated without adding any amount for economic price adjustment unless the economic price adjustment (EPA) clause included in the solicitation provides for offerors to specify the portion of the contract price subject to EPA. In this case, the offered price(s) subject to the EPA clause will be adjusted to the maximum possible extent under the EPA using the price ceiling limitation provision of such clause for the basic contract plus all options covered by the evaluation. The resulting price(s) will be used for evaluation of offers.
(b) If a successful offeror stipulates a lower maximum increase limitation then that included in the solicitation, it will be incorporated into the resulting contract.
(c) Offers which (1) increase the maximum ceiling percentage specified in the solicitation, (2) stipulate a maximum decrease limit, or (3) delete or otherwise alter the economic price adjustment clause, will not be considered for award, unless the contracting officer determines that award on such basis is in the best interests of the Government and all offerors are afforded an opportunity to offer on the same basis.
*****

L31 Additive Manufacturing (JUN 2018)
(1) Additive manufacturing (AM) is a process of joining materials to make objects from three dimensional (3D) model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, which remove material from areas where it is not desired, or other traditional manufacturing technologies, such as molding or stamping.
(2) Unless AM is specifically authorized in the solicitation/contract, quotes/offers may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate offers that include an item or items produced using AM, and such offers are not eligible for award for the current procurement. A quoter/offeror proposing to supply an AM-produced item may submit a request to the contracting officer for approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items.
(3) If an item produced using AM is presented to the Government for inspection and acceptance that was not authorized in the solicitation/contract, the Government may reject the item as nonconforming.
*****

M05 Evaluation Factor for Unused Former Government Surplus Property (SEP 2016)
(1) All offers for unused former Government surplus property shall have a $200 evaluation factor.
(2) All offers for CSI require evaluation by the ESA(s). An evaluation factor of $600 shall be applied for coordination with each ESA.
(3) If the contracting officer cannot determine acceptability and coordinates with the ESA(s) on other than CSI, an evaluation factor of $600 shall be applied for each ESA.
*****

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
0002	Inspection and Acceptance Location Both Source Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
0003	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
0004	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170

	KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 1004	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170

	KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 2002	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 2004	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170

	KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 3003	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 3004	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170

	KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 4002	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 4003	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206
Option Line Item 4004	Inspection and Acceptance Location Both Destination Instructions: NO OTHER INSTRUCTIONS DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170

	KITTERY, ME 03904-5000 UNITED STATES GOVERNMENT, RECEIVING Telephone: 207-438-5206

Continuation of Deliveries or Performance

Overall Contract Delivery Period

Period of Performance
From 29 Sep 2026 to 28 Sep 2031

The ordering period above may include unexercised options

Contractor
Destination

Line Item	Delivery Schedule	Estimated Quantity	Address and POC	Special Handling/Notes
0001	Period of Performance From 29 Sep 2026 To 28 Sep 2027	200 Each		FoB Details Contractor Destination
0002	Period of Performance From 29 Sep 2026 To 28 Sep 2027	1 Set		FoB Details Contractor Destination
0003	Period of Performance From 29 Sep 2026 To 28 Sep 2027	15 Each		FoB Details Contractor Destination
0004	Period of Performance From 29 Sep 2026 To 28 Sep 2027	1 Set		FoB Details Contractor Destination
Option Line Item 1001	Period of Performance From 29 Sep 2027 To 28 Sep 2028	200 Each		FoB Details Contractor Destination
Option Line Item 1002	Period of Performance From 29 Sep 2027 To 28 Sep 2028	1 Set		FoB Details Contractor Destination
Option Line Item 1003	Period of Performance From 29 Sep 2027 To 28 Sep 2028	15 Each		FoB Details Contractor Destination
	Period of Performance From	1 Set		FoB Details Contractor

Option Line Item 1004	29 Sep 2027 To 28 Sep 2028			Destination
Option Line Item 2001	Period of Performance From 29 Sep 2028 To 28 Sep 2029	200 Each		FoB Details Contractor Destination
Option Line Item 2002	Period of Performance From 29 Sep 2028 To 28 Sep 2029	1 Set		FoB Details Contractor Destination
Option Line Item 2003	Period of Performance From 29 Sep 2028 To 28 Sep 2029	15 Each		FoB Details Contractor Destination
Option Line Item 2004	Period of Performance From 29 Sep 2028 To 28 Sep 2029	1 Set		FoB Details Contractor Destination
Option Line Item 3001	Period of Performance From 29 Sep 2029 To 28 Sep 2030	200 Each		FoB Details Contractor Destination
Option Line Item 3002	Period of Performance From 29 Sep 2029 To 28 Sep 2030	1 Set		FoB Details Contractor Destination
Option Line Item 3003	Period of Performance From 29 Sep 2029 To 28 Sep 2030	15 Each		FoB Details Contractor Destination
Option Line Item 3004	Period of Performance From 29 Sep 2029 To 28 Sep 2030	1 Set		FoB Details Contractor Destination
Option Line Item 4001	Period of Performance From 29 Sep 2030 To 28 Sep 2031	200 Each		FoB Details Contractor Destination
Option Line Item 4002	Period of Performance From 29 Sep 2030	1 Set		FoB Details Contractor

	To 28 Sep 2031			Destination
Option Line Item 4003	Period of Performance From 29 Sep 2030 To 28 Sep 2031	15 Each		FoB Details Contractor Destination
Option Line Item 4004	Period of Performance From 29 Sep 2030 To 28 Sep 2031	1 Set		FoB Details Contractor Destination

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 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. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	N50082
Issue By DoDAAC	SPMYM3
Admin DoDAAC	SPMYM3
Inspect By DoDAAC	N39040
Ship To Code	N39040
Ship From Code	N/A
Mark For Code	TBD
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N39040

DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

Addendum to Contract Clauses

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.217-11	Reverse Auction-Orders.	Aug 2024		
52.217-2	Cancellation Under Multi-year Contracts.	Oct 1997		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.233-7001	Choice of Law (Overseas).	Jun 1997		

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Aug 2020)

ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09/29/2026 through 09/27/2031[insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 1 unit[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of contract maximum.[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of contract maximum[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within ____ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038) (Feb 2026)

INDEFINITE QUANTITY (FEB 2026) (DEVIATION 2026-O0038)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 09/28/2031[insert date].

(End of clause)

52.217-6 Option for Increased Quantity. (Mar 1989)

OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days.[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-7 Option for Increased Quantity-Separately Priced Line Item. (Mar 1989)

OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days.[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days days[*60days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.(months) (years).

(End of clause)

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

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

ACQUISTION.GOV ____ ____[Insert one or more Internet addresses]

(End of clause)

DFARS Clauses Incorporated by Full Text

252.232-7007 Limitation of Government's Obligation. (Apr 2014)

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) ____*[Contracting Officer insert after negotiations]* is/are incrementally funded. For this/these item(s), the sum of $ ____ *[Contracting Officer insert after negotiations]* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachments:

Attachment 1 - Specifications SPMYM326Q4033 for CLINs 0001, 1001, 2001, 3001 and 4001

Attachment 2 - Specifications SPMYM326Q4033 for CLINs 0002, 1002, 2002, 3002 and 4002

Exhibits:

Exhibit A - SPMYM326Q4033 for CLIN 0002

Exhibit B - SPMYM326Q4033 for CLIN 0004

Exhibit C - SPMYM326Q4033 for CLIN 0006

Exhibit D - SPMYM326Q4033 for CLIN 0008

Exhibit E - SPMYM326Q4033 for CLIN 0010

Exhibit F - SPMYM326Q4033 for CLIN 0012

Exhibit G - SPMYM326Q4033 for CLIN 0014

Exhibit H - SPMYM326Q4033 for CLIN 0016

Exhibit J - SPMYM326Q4033 for CLIN 0018

Exhibit K - SPMYM326Q4033 for CLIN 0020

Solicitation Provisions

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☑ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

Evaluation - Commercial Products and Commercial Services

Addendum to Evaluation - Commercial Product and Commercial Services

Offeror Representations and Certifications - Commercial Products and Commercial Services

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☑ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [*Contracting Officer check appropriate box*.]

(End of provision)

52.225-18 Place of Manufacture. (Aug 2018)

PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)