SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N3239826Q4072	22 Dec 2025

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Sataria Bey	301-319-5405	31 Dec 2025 11:00 AM

9. ISSUED BY CODE N32398

NAVAL MEDICAL RESEARCH CENTER
BUILDING 500 ATTN 00C, 503 ROBERT GRANT AVENUE
SILVER SPRING, MD 20910-7500
UNITED STATES
Sataria Bey, Email: sataria.l.bey.ctr@health.mil Telephone: 301-319-5405

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811210

SIZE STANDARD:

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE

See Continuation

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM 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

Maintenance/Repair Plan for Illumina NovaSeq 6000

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	NAVAL MEDICAL RESEARCH COMMAND DEPT/DIR: , Genomics/BDRD 8400 Research Plaza Fort Detrick, MD 21702 CAT# 20019988; NovaSeq Silver, 0.25 plan NovaSeq 6000 Silver Support Plan (for S/N A01716 / ECN 108501) For the period of 13 January 2026 - 12 April 2026 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	NAVAL MEDICAL RESEARCH COMMAND DEPT/DIR: , Genomics/BDRD 8400 Research Plaza Fort Detrick, MD 21702 CAT# 20019988; NovaSeq Silver, 0.25 plan NovaSeq 6000 Silver Support Plan (for S/N A01716 / ECN 108501) For the period of 13 April 2026 - 12 July 2026 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	NAVAL MEDICAL RESEARCH COMMAND DEPT/DIR: , Genomics/BDRD 8400 Research Plaza Fort Detrick, MD 21702 CAT# 20019988; NovaSeq Silver, 0.25 plan NovaSeq 6000 Silver Support Plan (for S/N A01716 / ECN 108501) For the period of 13 July 2026 - 12 October 2026 Pricing Arrangement: Firm Fixed Price	1	Job		
0004	NAVAL MEDICAL RESEARCH COMMAND DEPT/DIR: , Genomics/BDRD 8400 Research Plaza Fort Detrick, MD 21702 CAT# 20019988; NovaSeq Silver, 0.25 plan NovaSeq 6000 Silver Support Plan (for S/N A01716 / ECN 108501) For the period of 13 October 2026 - 12 January 2027 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

INVOICING INSTRUCTIONS AND PAYMENT

Invoices rendered under this Purchase Order/Delivery Order shall be submitted electronically through Wide Area Work Flow - Receipt and Acceptance (WAWF). The vendor shall self-register at the web site http://wawf.eb.mil and use the invoicing template at https://piee.eb.mil/xhtml/unauth/web/homepage/vendorCustomerSupport.xhtml.

For supplies/equipment contracts, the invoice type is Combo (a report must accompany the invoice when submitted in WAWF). For service contracts, the invoice type is 2-in-1. Please note that one invoice should be submitted after completion of preventative maintenance. A separate invoice is required for service maintenance. **NMRC will consider accepting and processing "quarterly invoicing" on a case by case basis.** Invoices are processed once it has been confirmed that the services/products have been rendered/ received by the end user.

IMPORTANT: THE CONTRACTOR SHALL SUBMIT INVOICES THROUGH WAWF AND ACCEPTANCE (WAWF-RA) FOR PAYMENT. SUBMISSION OF INVOICES VIA ANY OTHER METHOD SHALL DELAY PAYMENT. HARD COPIES OF INVOICES ARE NO LONGER ACCEPTABLE METHODS OF SUBMISSION AND MAY BE RETURNED TO THE CONTRACTOR. Back up documentation (such as delivery receipts, etc.) shall be included and attached to the invoice in WAWF.

If your invoices have not been processed in a timely manner or you have an issue submitting invoices, please contact the WAWF helpdesk at 1-866-618-5988 or cscassig@ogden.disa.mil or the WAWF Implementation Team at usn.ncr.bumedfchva.list.bumed-piee-support@health.mil.

If you have any contract questions, contact **___Deborah Sharpe___** at **__deborah.m.sharpe2.civ@health.mil_____.** If you have any invoice questions, contact Ms. Carolina Arango at carolina.arango.civ@health.mil.

OPERATIONS SECURITY (OPSEC) REQUIREMENTS

1.1 OPSEC - BACKGROUND. OPSEC is a process used to protect unclassified sensitive information from exploitation by an adversary. Sensitive controlled unclassified information (CUI) - which is also referred to as critical information or critical program information (CPI) - is defined as information that is not classified but which needs to be protected from unauthorized disclosure. CUI is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order(s) but is pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

1.2 OPSEC - REQUIREMENTS. OPSEC procedures and practices must be implemented by both the vendor and the government to protect the product, information, services, operations and missions related to the contract. The vendor shall provide OPSEC protection for sensitive unclassified information and comply with all OPSEC requirements. Vendor shall practice OPSEC and implement countermeasures to protect Critical Information (CI) and other sensitive unclassified information and activities vigilance or degrade the planning and execution of military operations performed or supported by the vendor in support

of the mission. Examples of CI include research and development, proprietary operational information, personal identifiable information (PII), facilities and equipment and financial information. Vendor personnel shall follow OPSEC concepts and principles in the conduct of this requirement to protect CI from compromise.

1.3 OPSEC - CONTRACT GUIDELINES. During this contract POP, in addition to those restrictions, instructions

and other guidelines delineated in the contract Performance Work Statement (PWS) and/or other references

provided, the vendor will adhere to the following minimum guidelines in support of OPSEC:

1. Vendor must protect CI to include the adherence to and execution of countermeasures. Countermeasures are required to negate the susceptibility of CI to exploitation by an adversary or competitor. The vendor shall protect all CI listed in manner appropriate to the nature of the information, including use of the necessary countermeasures as listed below:

a. Encryption with a password of electronically stored CI;

b. Encryption or password protection of e-mail containing CI;

c. Proper marking of critical information with warnings to include at a minimum "FOR OFFICIAL USE ONLY"; as appropriate to the nature of the CI it shall also be marked with "UNCLASSIFIED BUT SENSITIVE," "PRIVACY ACT INFORMATION," "PERSONALLY IDENTIFYING INFORMATION," "PROTECT FROM UNAUTHORIZED DISCLOSURE," or other similar statement cautioning protection of CI.

d. Immediate and appropriate destruction in a manner precluding reconstruction of all CI no longer needed under this contract.

e. Restricting verbal discussion of CI to venues and circumstances that prevent the monitoring and interception of the discussion by unauthorized personnel.

f. Refraining from the use of foreign postal systems to ship CI.

g. During research development test and evaluation, practice OPSEC methodologies with respect to staging units, personnel, materials out of the observation of unauthorized persons; desensitization; and the speed of execution of the event.

2. Vendor shall protect PII in accordance with DOD and Navy directives, in such manner as to prevent unauthorized disclosure.

3. Vendor shall not discuss government operations in public or over unprotected or unencrypted communications.

4. Vendor shall not disclose to unauthorized third parties, post to unofficial sites (including all Social Networking sites) any images, data or information that reveals sensitive government operations, personnel, equipment, including, but not limited to: (1) any visible or concealed modifications, upgrades, additions to Navy installations, property, weapons or equipment; and (2) logistics or material delivery schedules; specialized equipment orders, deliveries, shipments, etc.

5. The vendor shall designate an employee to serve as the Contractor's Security Representative. Within three working days after contract award, the contractor shall provide to the OPSEC Navy Command's Security Manager (Contracting Officer), in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Requirements

The United States Department of the Naval Medical Research Command (NMRC) proposes to enter into a contract with Illumina, Inc. in San Diego, CA, on a basis of other than full and open competition. This requirement is for authorized approved vendors to perform services for brand name equipment. This notice is

not a request for competitive proposals however If interested, the Government shall consider capability statements.

This requirement is for one-year and a comprehensive full-service maintenance/repair plan for Illumina NovaSeq 6000, S/N A01716. One year support plan must include:

1. Full coverage for OEM parts and labor/travel for OEM certified and authorized service technicians.
2. No-cost replacement of proprietary reagents lost upon hardware failure.
3. One on-site preventative maintenance (PM) visit done IAW OEM standards/requirements by OEM certified and authorized service technician(s).
4. Remote technical support from OEM certified and authorized service technician(s). This support must be available for a minimum of 0600 - 1800, Monday - Friday.
5. On-site response by OEM certified and authorized service technician(s) within two business days of an issue with the hardware performance.
6. Control software and hardware updates IAW OEM standards/requirements.
7. On-site applications support and remote monitoring.
8. Discounts on advanced training for laboratory/operator personnel

The NAICS code for this action is 811210. This requirement will be procured under the guidelines of FAR Part 12 Commercial Items. NMRC requires that all contractors doing business with the Acquisition Office must be registered with the Systems for Award Management (SAM). No award can be made unless the vendor is registered in Systems for Award Management. For additional information and to register in SAM, please access the following website: https://www.sam.gov/. In order to register with the SAM and to be eligible to receive an award from this Acquisition Office, all offers must have a Unique Entity Identification Number (UEI). A Sam.gov number may be acquired free of charge by contacting Sam.gov online at www.sam.gov or by phone at (866) 606-8220.

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Equipment Location: NMRC-Frederick 8400 Research Plaza Fort Detrick, MD 21702 DoDAAC: N32398 CountryCode: USA NAVAL MEDICAL RESEARCH CENTER BUILDING 500 ATTN 00C, 503 ROBERT GRANT AVENUE SILVER SPRING, MD 20910-7500 UNITED STATES Francisco Malagon Bautista, End-user Email: francisco.j.malagonbautista.ctr@health.mil Telephone: 301-619-1402
0002	Inspection and Acceptance Location Both Destination Instructions: Equipment Location: NMRC-Frederick 8400 Research Plaza Fort Detrick, MD 21702 DoDAAC: N32398 CountryCode: USA NAVAL MEDICAL RESEARCH CENTER BUILDING 500 ATTN 00C, 503 ROBERT GRANT AVENUE SILVER SPRING, MD 20910-7500 UNITED STATES Francisco Malagon Bautista, End-user Email: francisco.j.malagonbautista.ctr@health.mil Telephone: 301-619-1402
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	UNITED STATES Francisco Malagon Bautista, End-user Email: francisco.j.malagonbautista.ctr@health.mil Telephone: 301-619-1402
0004	Inspection and Acceptance Location Both Destination Instructions: Equipment Location: NMRC-Frederick 8400 Research Plaza Fort Detrick, MD 21702 DoDAAC: N32398 CountryCode: USA NAVAL MEDICAL RESEARCH CENTER BUILDING 500 ATTN 00C, 503 ROBERT GRANT AVENUE SILVER SPRING, MD 20910-7500 UNITED STATES Francisco Malagon Bautista, End-user Email: francisco.j.malagonbautista.ctr@health.mil Telephone: 301-619-1402

Continuation of Deliveries or Performance

DESCRIPTION/ SPECIFICATION/ WORK STATEMENT

1. **Statement of Work.**

This contract shall provide for a preventative maintenance/ repair service support plan which includes:

- Full coverage for Original Equipment Manufacturer (OEM) parts, labor, and travel in the case of hardware failure/malfunction
- Reagent replacement upon hardware failures
- One preventative maintenance visit by OEM certified service technician(s) and conducted in accordance with OEM standards /requirements utilizing a checklist.
- Remote Technical Support 18X5 by OEM certified technicians/specialists
- Two business day on-site response target
- OEM instrument control software and hardware updates
- On-site applications support by OEM certified technicians/specialists
- Discounts on advanced OEM provided training.

1.a. **General**

1.b. The Contractor shall comply with Federal, State, Local laws, and Federal Regulations as applicable to the performance of this contract.

1.c. The **Contractor** shall not accept any instructions issued by any person employed by the U.S. Government, other than: the Contracting Officer (KO) acting within the limits of their authority.

2. **Scope of Work**

2.a. The Contractor shall provide trained, experienced, English speaking personnel, labor, tools, diagnostic equipment, software, test phantoms, material, supplies, transportation, parts, and equipment necessary to perform Preventive Maintenance (PM), Calibration (CAL), Safety testing (ST) and remedial repairs.

2.b. The Contractor shall provide telephonic communications with the Government to discuss technical matters relating to the performance of this contract. A systems operator will be made available to answer technical questions regarding system operations and applications.

2.c. Equipment listed in this contract will be maintained to meet the original equipment manufacturer's (OEM's) specifications.

2.d. Equipment and associated components shall be serviced as listed on: SF 1449, "Order for Commercial Items".

2.e. The Contractor Point of Contact (POC). The Contractor shall provide in writing the name and telephone number of a primary and alternate English speaking individual to act as their representative for the scheduling and coordination of service calls, and to be responsible for the coordination of the contract with the Government.

2.f. The Contracting Officer (KO) and Bio-Medical Repair (BMR) shall immediately be notified

in writing whenever changes are made to the contract.

3. **Military Base Access and Identification of Contractor Personnel.**

3.a Contractors requiring access to perform services at the Government site must possess a REAL ID and successfully pass Army Installation Environment - 3 (AIE-3) and National Crime Information Center (NCIC) background checks to gain entry to Fort Detrick, Maryland.

3.b The Government will provide an Identification Badge to the Contractor which they shall wear during the performance of services at the Government site.

4. **Government Furnished Property, Materials and Services.**

4.a. The Contractor representative(s) at each site may request a pre-maintenance inspection prior to the onset of the contract. Any equipment found to be inoperable during this pre-maintenance inspection, will be repaired using a separate purchase order. The Government certifies that the equipment to be maintained under this contract will be in good operating condition on the effective date of this contract. For the purpose of this contract, the clause, "good operating condition" means the conditions necessary for the equipment to function as intended without the need for remedial maintenance. The Contractor agrees to leave the equipment in good operating condition at the expiration of this contract. During the final week of this contract, final inspection of the equipment will be made by the Government. Any correction of deficiencies noted during this inspection shall be resolved prior to contract end.

4.b. The Government will furnish **expendable supplies** (i.e. film, chemicals) consumed during normal procedural sequence and necessary for the completion of the required maintenance services.

4.c. The Contractor will be responsible for delays encountered due to the non-availability of Government furnished property. The time allowed for the completion of remedial repairs will be extended to equal the amount of time the government caused the delays.

4.d. The Government will be responsible for maintaining the proper environment, including utilities and site requirements necessary for the system to function properly as specified by the OEM.

4.e. The Government will operate the system in accordance with the instruction manual provided by the OEM.

4.f. The Government will not be responsible for damage or loss due to fire, theft, accident, or other disaster of Contractor supplies, materials or for the personal belongings brought onto Government property by Contractor's personnel.

5. **Contractor Furnished Property and Material.**

5.a. Only the material referenced in section 4.b., will be furnished by the Government. All other material required in the performance of the contract shall be furnished by the Contractor, unless otherwise stated in 10.g., under exclusions.

5.b. The Contractor shall provide all service literature, reference publications, laptop computers and diagnostic software to be used by the contractor service technicians and as required for the completion of the services in accordance with this contract.

6. **Replacement Parts.**

6.a. The Contractor shall have ready access to unique and/or high mortality replacement parts. All parts supplied shall be compatible with the existing system. See Parts Exclusions, if applicable, are listed in 10.g.

6.b. The Contractor shall replace all worn or defective parts necessary to restore the equipment to 100% operational condition as specified by the OEM.

6.c. Contractor installed replacement parts shall become the property of the Government and the replace malfunctioning part shall become the property of the Contractor.

6.d. Freight, postage, and storage charges associated with shipment and receipt of replacement parts, and the return of parts shall be the responsibility of the Contractor.

6.e. The Contractor shall use only new or warranted replacement parts where the quality is equal to or better than the OEM's original part. When discrepancies occur, the Government will make the final determination on whether a replacement part is of equal or better quality.

6.f. The Contractor must include software revisions and upgrades (field service changes) which are required due to a manufacturer announced safety-hazard and FDA recall as part of the contract at no additional cost to the Government.

7. **Specific Tasks.**

7.a. Contractor Report Requirements

7.b. During normal duty hours, Contractor personnel shall check-in with Bio-Medical Repair (BMR), upon arrival at the Government site and again prior to departure. The Contractor FSEs shall personally notify (BMR) of problems that result in the equipment being left disabled upon their departure. During other than normal duty hours, Contractors FSEs shall notify the systems operator designated by (BMR).

7.c. The Contractor shall provide a full service report within two (2) days after completion of all service performed. The service report shall include, but not be limited to: contract number, contractors log number, detailed description of the services(s) performed, replacement parts(s) information (part number, part value, nomenclature, unit price, manufacturer, if not OEM, and whether the part is new/used/reconditioned, the completion date and time, man-hours expended and the hourly rate normally charged for the type of service performed, and the name of the technician performing the service.

8. **Contractor Responsibility.**

8.a. The Contractor shall be responsible for all items of Government equipment throughout the period under his control.

8.b. The Contractor shall be responsible for any damages to Government owned equipment and property and shall replace or repair any property damaged due to a fault of the Contractor or his representatives. All such replacement or repairs shall be at the Contractor's expense and approved by the KO.

8.c. The Contractor shall ensure all areas where equipment is serviced on-site are left in a clean, neat, safe and orderly condition. To prevent safety hazards, no equipment shall be left pulled out or apart upon Contractor departure from the work site. Equipment being repaired shall be safely secured at all times.

8.d. The Contractor is not responsible for service required due to Government misuse, abuse, or damage to the system or its components when it has been determined that the damage resulted from an act of God. The Contractor has four hours to make this determination and submit it to (BMR) for resolution.

9. **Preventative Maintenance Services.**

9.a. The Contractor shall, as a minimum, perform all preventative maintenance services in accordance with the OEMs suggested service intervals, unless otherwise stated in 9.b.

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9.b. The Government will establish the required intervals for the performance of preventive maintenance services. **Preventive maintenance shall be performed once per year**.

(The Government Fiscal Year runs: i.e.: 10/1/24 thru 9/30/25).

9.d. The Contractor shall confirm scheduled dates with (BMR) at least five working days prior to performing preventative maintenance services.

9.e. The Contractor shall, at a minimum, perform all preventative maintenance services as prescribed by the OEM using a detailed services checklist. The completed checklist will be provided to the Government with the Contractor's service report. Send the reports to: the representative of the laboratory who makes the arrangements for the preventative maintenance service visit.

9.f. All test equipment used in the performance of this contract will be routinely calibrated and the calibration shall be in compliance with Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Original Equipment Manufacturer (OEM) and Federal Drug Administration (FDA) standards.

10. **Remedial Repairs.**

10.a. There shall be two levels of Remedial Maintenance service available. These two levels are:

1) 24-Hour Emergency Service and;

2) Normal Working Hour Maintenance Coverage

10.b. _____24-hour Emergency Service.

Monday thru Sunday and Scheduled Government Holidays with published telephone number that is active 24 hours a day. (no separate charge shall be made for labor, travel or living expenses). *The Contractor shall telephonically respond within___ hours after receipt of notification of equipment failure and shall provide on-site service within ___ hours. Equipment shall be operational within ___ hours. Emergency Service calls

MUST BE requested by Biomedical Maintenance Facilities at ALL TIMES. The Government reserves the right to deduct from the Contractor's payment an amount per hour equal to the number of hours the Contractor fails to respond, *as listed above.

10.c. __X___ **Normal Working Hour Maintenance Coverage.**

Maintenance Coverage shall be performed Monday thru Friday, between 8: 00 a.m. to 4: 30 p.m. The Contractor shall telephonically respond within__8__ business hours after receipt of notification of equipment failure and shall provide onsite service within 24 business hours. Equipment shall be operational within 48 business hours. The Government reserves the right to deduct from the Contractor's payment an amount per hour equal to the number of hours the Contractor fails to respond, *as listed above. Emergency services outside the normal working hours by the Government site shall be billable to the Government at published commercial rates and negotiated prior to services rendered.

10.d. Government request for remedial repairs will be placed by Bio-medical Repair (BMR), to the Contractor's POC. Remedial Maintenance shall be made available during normal duty hours associated with each site.

10.e. The Contractor shall assign a unique Log Number to each Government request for remedial repairs.

10.f. The Contractor's response to requests for remedial repairs may include telephone consultation between the equipment user/operator and a Contractor FSE. The purpose of this telephone consultation shall be: 1) to provide instruction in determining operator error; 2) to determine the most likely cause of the problem; 3) to determine if resolution of the problem requires the dispatch of a FSE; and 4) to identify replacement parts likely to be required in order to return the equipment to 100% operational condition as specified by the OEM.

10.g. Each level of service shall include all parts to be furnished by the Contractor at No cost to the Government, unless otherwise indicated. Any/all exclusions are listed as follows:
_____

10.h. The Contractor shall have his/her own service manuals, specifications, schematic diagrams and parts lists to assist in the evaluation/repair of all equipment included in this contract.

11. **Removal of Government Property**

11.a. Whenever the repair of equipment cannot be performed at the Government site as determined by the Contractor, the Contractor shall notify (BMR) who will make arrangements for the Contractor to remove the items to the Contractor's designated site. The Contractor may be required to sign a Government form accepting responsibility for the Government equipment.

11.b. All charges resulting from a Contractor determined requirement to transport Government owned property, covered by this contract, to and from an alternate repair location shall be the responsibility of the Contractor.

12. Equipment Modification Upgrades.

12.a. The Contractor shall only incorporate OEM specified modifications, alterations and upgrades. Approval shall be obtained from the (BMR) prior to the Contractor installation of any modification, alteration, or upgrades.

12.b. The Contractor shall perform all OEM field modifications and safety inspections without charge to the government.

12.c. The Contractor shall maintain contact with the OEM to determine the requirement for field modifications and to ensure accomplishment of these field modifications in accordance with the time schedule set forth by the OEM.

12.d. The Government shall not alter the system without prior notification to the contractor.

12.e. Software upgrade shall be provided by the contractor at no additional cost to the Government. Installation of upgrades will be left to the discretion of the Government.

13. Service Beyond the Scope of the Contract.

13.a. The Contractor shall immediately, but not later than 24 consecutive hours after discovery, notify (BMR), in writing, of the existence or the development of any defects in, or repair required to the scheduled equipment which the Contractor considers they are not responsible for under the terms of this contract.

13.b. At the same time of the notification, the Contractor shall furnish (BMR) with a written estimate of the cost to make the necessary repairs. Repairs considered by the Contracting Officer to be outside the scope of this contract shall not be covered under this contract, but shall be ordered under a separate purchase order.

Manufacturer: Illumina, Inc.

Model #: NovSeq 6000

Serial #: A01716

Plant Account #: 108501

Location: Bldg. # 8400; 8400 Research Plaza, Fort Detrick, MD 21702

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Period From 13 Jan 2026 to 12 Apr 2026 Period of Performance From 12 Jan 2026 To 11 Jan 2027	1 Job	Place of Performance DoDAAC: N32398 CountryCode: USA NAVAL MEDICAL RESEARCH CENTER BUILDING 500 ATTN 00C, 503 ROBERT GRANT AVENUE SILVER SPRING, MD 20910-7500 UNITED STATES Francisco Malagon Bautista, End-user Email: francisco.j.malagonbautista.ctr@health.mil Telephone: 301-619-1402
0002	Delivery Period From 13 Apr 2026 to 12 Jul 2026 Period of Performance From 12 Jan 2026 To 11 Jan 2027	1 Job	Place of Performance DoDAAC: N32398 CountryCode: USA NAVAL MEDICAL RESEARCH CENTER BUILDING 500 ATTN 00C, 503 ROBERT GRANT AVENUE SILVER SPRING, MD 20910-7500 UNITED STATES Francisco Malagon Bautista, End-user Email: francisco.j.malagonbautista.ctr@health.mil Telephone: 301-619-1402
0003	Delivery Period From 13 Jul 2026 to 12 Oct 2026 Period of Performance From 12 Jan 2026 To 11 Jan 2027	1 Job	Place of Performance DoDAAC: N32398 CountryCode: USA NAVAL MEDICAL RESEARCH CENTER BUILDING 500 ATTN 00C, 503 ROBERT GRANT AVENUE SILVER SPRING, MD 20910-7500 UNITED STATES Francisco Malagon Bautista, End-user Email: francisco.j.malagonbautista.ctr@health.mil Telephone: 301-619-1402

0004	Delivery Period From 13 Oct 2026 to 12 Jan 2027 Period of Performance From 12 Jan 2026 To 11 Jan 2027	1 Job	Place of Performance DoDAAC: N32398 CountryCode: USA NAVAL MEDICAL RESEARCH CENTER BUILDING 500 ATTN 00C, 503 ROBERT GRANT AVENUE SILVER SPRING, MD 20910-7500 UNITED STATES Francisco Malagon Bautista, End-user Email: francisco.j.malagonbautista.ctr@health.mil Telephone: 301-619-1402

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2023		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.203-3	Gratuities.	Apr 1984		

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		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		

DFARS Clauses Incorporated by Full Text

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

As prescribed in 232.7004(b), use the following clause:

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.

___

(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.

___

(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	___
Issue By DoDAAC	___
Admin DoDAAC	___
Inspect By DoDAAC	___
Ship To Code	___
Ship From Code	___
Mark For Code	___
Service Approver (DoDAAC)	___
Service Acceptor (DoDAAC)	___
Accept at Other DoDAAC	___
LPO DoDAAC	___
DCAA Auditor DoDAAC	___

Other DoDAAC(s)	____

*(*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.

____

(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
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-25	Prompt Payment.	Jan 2017		
52.233-1	Disputes.	May 2014		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.243-1	Changes-Fixed-Price. (Alternate I)	Aug 1987	Alternate I	Apr 1984
52.247-34	F.o.b. Destination.	Jan 1991		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		
52.249-9	Default (Fixed-Price Research and Development).	Apr 1984		

FAR Clauses Incorporated by Full Text

52.212-4	**Contract Terms and Conditions-Commercial Products and Commercial Services. (Alternate I)**	**(Nov 2023)**	**Alternate I**	**(Nov 2021)**

Alternate I (NOV 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____[*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:____[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(*2*) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:____[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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):

____ ____ ____[Insert one or more Internet addresses]

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Solicitation Provisions

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

DFARS Clauses Incorporated by Full Text

252.225-7000 Buy American--Balance of Payments Program Certificate. (Feb 2024)

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
____	____
____	____
____	____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)

____	____	____
____	____	____
____	____	____

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number ____

[List as necessary]

(End of provision)