SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF 38
7016494100	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SP8000-26-R-0021	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No Collect calls*)	8. OFFER DUE DATE/ LOCAL TIME
	Dylan Stone DDS0035	Phone: 6148029756	2026 JUL 17 03:00 PM

9. ISSUED BY — CODE SP8000

DCSO COLUMBUS DIVISION #3
3990 EAST BROAD STREET
COLUMBUS OH 43218
USA

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ HUBZONE SMALL BUSINESS
- ☐ EDWOSB — NAICS: 325180
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ 8 (A) — SIZE STANDARD: 1000

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	RFQ ☐ IFB ☐ RFP ☒

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE			

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.				

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

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

SECTION A - SOLICITATION / CONTRACT INFORMATION

Description:

The Defense Logistics Agency (DLA) intends to solicit and award an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for Lithium Carbonate with a five-year ordering period utilizing Firm Fixed-Price (FPP) delivery orders. This is a solicitation for the acquisition of commercial items using FAR Part 12 (Acquisition of Commercial Products and Commercial Services).

Basic Terms and Conditions:

Under the authority of FAR 16.504, DCSO – C4 intends to award an IDIQ contract for the purchase of Lithium Carbonate (Battery Grade). FFP DOs will be issued against the IDIQ in accordance with FAR 16.506.

All orders will be subject to the terms and conditions of the IDIQ.

The awarded IDIQ resulting from this RFP will not constitute an obligation of funds. The Government will only be obligated to satisfy the guaranteed minimum and the individually specified orders issued against the IDIQ.

The provision at FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services, and its Addendum, applies to this acquisition.

The provision at 52.212-2, Evaluation - Commercial Products and Commercial Services, applies to this acquisition.

Ordering Period:

The IDIQ contract resulting from this solicitation shall consist of one (1) five (5)-year base ordering period.

Evaluation:

In this Lowest Price Technically Acceptable (LPTA) acquisition, the Government will use the following factors to evaluate each proposal:

Factor 1: Technical Approach
Factor 2: Past Performance
Factor 3: Price

The Government will evaluate price when the Government finds an Offeror acceptable

under Factors 1 and 2. The Government will evaluate price in accordance with FAR 15.103-2 Lowest Price Technically Acceptable source selection process and DLAD 15.405 Price negotiation. The offeror shall provide proposed pricing in accordance with Section B of this solicitation. Contract award will be made to the Factor 1 and Factor 2 "Acceptable" and responsible offeror, or offerors, with the lowest price. The Government reserves the right to award an amount less than the maximum quantity under CLIN 0001. The Government reserves the right to make more than one award. The Government also reserves the right to make no award.

Award Without Discussions:

The Government intends to evaluate proposals and make the award without discussion. Proposals should contain the vendor's best terms within the proposed technical and business approach, to include all required documentation. Additionally, the Government reserves the right to conduct discussions and request revisions to proposals if it is determined to be in the government's best interest to do so.

Indefinite Delivery Indefinite Quantity (IDIQ) Information:

The Government intends to award a FFP IDIQ contract(s) from this Request for Proposal (RFP) and reserves the right to establish multiple IDIQ contract vehicles to allow DLA to purchase Lithium Carbonate as needed.

i. The duration of the acquisition will be five (5) years and is issued under "Other Than Full and Open Competition" procedures.

ii. The total minimum and maximum quantity of services the Government will acquire under this contract:

Minimum: $1,000,000.00 (guaranteed minimum)
Maximum: $300,000,000.00

iii The Statement of Work (SOW) found in Section C of this solicitation represents the scope of supplies required under this intended IDIQ contract. Estimated quantities the Government expects to order during each contract year can be found in section C, SOW, Table 1.

iv. Issuance of Delivery Orders (DO). All requirements for supplies will be ordered as DO that are FFP at the time of DO issuance. After award of the IDIQs, delivery orders will be competed as requirements arise on the basis of lowest price technically acceptable (LPTA). The Government reserves the right not to compete delivery orders in order to meet required guaranteed minimums or to further expand the industrial base.

v. Any DLA Contracting Services Office (DCSO) warranted Contracting Officer,

within the limits of their warrants, may award and administer a DO for supplies covered by the IDIQ contract. DOs will most likely be placed by the DLA Contracting Services Office – Columbus (DCSO-C4).

This is an unrestricted RFP solicitation with the recommendation of other than full and open competition. The applicable NAICS code for this action is 325180, with a size standard of 1000 employees. The applicable Product Service Code (PSC) is 9650 and the Material Code is N30001153.

Proposal Submittal Instructions:

Proposals are required to be received by 17 JUL 2026 at 3:00 PM Eastern Standard Time. Note: The email address for submission of proposals is dylan.stone@dla.mil , with a carbon copy sent to felicia.london@dla.mil .

All vendor questions about the RFP shall be submitted via e- mail to Dylan Stone at dylan.stone@dla.mil with a carbon copy sent to Felicia London at felicia.london@dla.mil. All questions shall be received by 10 JUL 2026 at 3:00 PM Eastern Standard Time, after which the period for responding to questions shall have closed.

The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Exceptions to any term or condition of the RFP may make a vendor's proposal unacceptable and cause it to be immediately rejected by the Government without further review or opportunity for a vendor to respond.

Complete Proposal Instructions

In addition to the requirements at FAR 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services, please note the following additional proposal submission instructions. Offerors shall provide the following documents as a part of your proposal:

a. **Cover Letter**. Provide a cover letter with a unique identification number (proposal number) for your offer. A Standard Form (SF) 1449 is not used in this combined synopsis/solicitation. Therefore, include a statement in the cover letter specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information; or reject the terms and conditions of the solicitation may be rejected. Include a certifying statement of the accuracy of the proposal and a signature by the principal of the firm/ entity. (one (1) PDF document)

b. **SAM Registration -** contractor shall print and include with proposal package their entity's SAM registration showing, expiration date and exclusion summary. (One (1) PDF document) NOTE: SAM registration date must match proposal submission date

c. **Technical Approach** – Review FAR 52.212-2 for technical acceptability considerations. (one (1) PDF document)

d. **Past Performance Information** – Review FAR 52.212-2 for past performance acceptability considerations. (one (1) PDF document)

e. **Price** – Contractor must complete all fill-ins under Section B. In addition to providing the completed price proposal form (Section B), ensure that your price proposal includes enough details so that the contracting officer can make a fair and reasonable price determination in accordance with (utilizing) the price analysis techniques found at FAR 15.404-1(b). (one (1) PDF document)

Points of Contact for this Acquisition:

Contract Specialist:
Dylan Stone
DLA Contracting Services Office
Phone: (614) 692-9448
Email: dylan.stone@dla.mil

Contracting Officer:
Felicia London
DLA Contracting Services Office
Phone: (614) 692-4028
Email: felicia.london@dla.mil

SECTION B – SUPPLIES OR SERVICES AND PRICES / COSTS

The Defense Logistics Agency (DLA) Strategic Materials (DLA-SM) intends to procure up to 35,641,599 pounds (LB) of Lithium Carbonate over a five-year period for addition to the National Defense Stockpile (NDS). The period of performance of this IDIQ contract is five (5) years, as one 60-month base ordering period.

Table #1: Lithium Carbonate Estimated Quantities	
Contract Year	Quantity (in LBs)
Year 1	8,058,608
Year 2	7,564,030
Year 3	7,099,806
Year 4	6,664,073
Year 5	6,255,082
Total	35,641,599

**Disclaimer: The quantities in Table #1 are estimates and may not reflect the exact quantities ordered against the IDIQ contract.*

PRODUCTION CAPACITY – If the estimated annual quantity projections for Lithium Carbonate (Battery Grade) within Table #1 above exceed the production capacity of the contractor, the Offeror shall provide quantites in the below Table #2 that demonstrate the weight in pounds the contractor is capable of providing each year throughout the life of the IDIQ contract.

Table #2: CLIN 0001 - Production Capacity -- Lithium Carbonate Contractor Provided Quantities	
Contract Year	Quantity* (in LBs)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Total	

** In the "Quantity" column of the above Table #2, the Offeror must propose quantities, on a per LB basis, for each contract year, as well as the total.*

CLIN 0001 – Lithium Carbonate (Battery Grade)

SUPPLY/SERVICE: 9620-N30010397

ITEM DESCRIPTION: Lithium Carbonate, as described in the Statement of Work (SOW) and below tables. In accordance with the SOW, the Contractor shall source, package, and deliver the awarded

quantity of Lithium Carbonate to one of the DLA Strategic Materials storage depots listed in Part II, Sections H and I of the SOW. Pricing under this CLIN shall be reflective of all work to be performed under the SOW other than that performed under CLIN 0002.

PRICING TERMS: Firm Fixed Price (FFP) with a 5-year ordering period.

QTY VARIANCE: PLUS 1% MINUS 1%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION

PREP FOR DELIVERY: Packaging and labeling of DLA Strategic Materials shall be in accordance with Part II, Section F & G of the SOW.

Table #3: CLIN 0001 – Lithium Carbonate Quantity Range Pricing

Contract Year	Material Code	Quantity Range (in LBs)	Unit Price * (Price per LB)
Year 1	9620-N30010397	0 – 8,910,400	$ _____
		8,910,401 – 17,820,800	$ _____
		17,820,801 – 26,731,200	$ _____
		26,731,201 – 35,641,600	$ _____
Year 2	9620-N30010397	0 – 8,910,400	$ _____
		8,910,401 – 17,820,800	$ _____
		17,820,801 – 26,731,200	$ _____
		26,731,201 – 35,641,600	$ _____
Year 3	9620-N30010397	0 – 8,910,400	$ _____
		8,910,401 – 17,820,800	$ _____
		17,820,801 – 26,731,200	$ _____
		26,731,201 – 35,641,600	$ _____
Year 4	9620-N30010397	0 – 8,910,400	$ _____
		8,910,401 – 17,820,800	$ _____
		17,820,801 – 26,731,200	$ _____
		26,731,201 – 35,641,600	$ _____
Year 5	9620-N30010397	0 – 8,910,400	$ _____
		8,910,401 – 17,820,800	$ _____
		17,820,801 – 26,731,200	$ _____
		26,731,201 – 35,641,600	$ _____

** In the "Unit Price" column of the above Table #3, the Offeror must propose pricing, on a per pound basis, for each contract year and for each of the four quantity ranges listed in the "Quantity Range (in LBs)" column of the table. Unit Pricing above will remain valid for all delivery orders issued against this IDIQ contract.*

CLIN 0002 – MATERIAL TESTING

SUPPLY/SERVICE: H999-V00007070

ITEM DESCRIPTION: Third-party testing of Lithium Carbonate. The contractor shall perform testing in accordance with Part II, Section C of the SOW.

PRICING TERMS: Firm Fixed Price with a 5-year Ordering Period

Table #4: CLIN 0002 – Material Testing Pricing

Contract Year	Material Code	Lot Size (LBs)	Price per Lot *
Year 1 *(06/2026 – 06/2027)*	H999-V00007070		$ _____
Year 2 *(06/2027 – 06/2028)*	H999-V00007070		$ _____
Year 3 *(06/2028 – 06/2029)*	H999-V00007070		$ _____
Year 4 *(06/2029 – 06/2030)*	H999-V00007070		$ _____
Year 5 *(06/2030 – 06/2031)*	H999-V00007070		$ _____

** In the Price per Lot column, the contractor must provide a per lot raterate, which shall include all costs associated with material testing of Lithium Carbonate. Price per Lot above will remain valid each year for all delivery orders issued against this IDIQ contract.*

NOTES TO THE OFFEROR

1. The quantities in Table #1 are estimates and may not reflect the exact quantities ordered against the IDIQ contract. These quantities will likely change throughout the life of the IDIQ 5-year ordering period. The

Government is only required to meet the guaranteed minimum established under this IDIQ contract.

2. Delivery Order Pricing: The Government intends to issue firm-fixed price delivery orders througout the 5-year ordering period of this IDIQ contract using the proposed unit prices in Table #3 and, if necessary, Table #4 of this section.

SECTION C – SPECIFICATIONS / SOW / SOO / ORD

DEFENSE LOGISTICS AGENCY

LITHIUM CARBONATE

STATEMENT OF WORK

I. INTRODUCTION

A. BACKGROUND

The Department of War (DoW) procures parts that contain lithium carbonate, which is commonly used in powder forms. This statement of work (SOW) is for Lithium Carbonate/battery grade/powder, which is used as a battery material.

B. OBJECTIVES

The objective of this procurement is to establish an indefinite delivery/indefinite quantity (IDIQ) ordering vehicle to allow DLA to purchase lithium carbonate as needed within the parameters established within the resulting IDIQ regarding minimum and maximum purchase amounts.

C. SCOPE

The contractor will provide the necessary management, services, personnel, and documentation required to accomplish the tasks described within this SOW.

To reduce the risk of unavailability in the lithium carbonate supply chain, DLA Strategic Materials intends to purchase lithium carbonate with maximum values shown in Table 1 over a five-year ordering period.

Table 1 - Maximum Quantities (in lbs)

Execution Year	Lithium Carbonate (lbs)
Year One	8,058,608
Year Two	7,564,030
Year Three	7,099,806
Year Four	6,664,073
Year Five	6,255,082
TOTAL	35,641,599

**Total quantity +/- 1.0%*

** Disclaimer: Table 1 provides an estimate of delivery orders and quantities. The government is not obligated to issue the estimated delivery orders.*

D. COMPLIANCE REQUIREMENTS

The contractor must meet the below listed compliance requirements:

- Harmonized Tariff Schedule, the Tariff Act of 1930, and the Trade Act of 1974
- United States (US) Customs and Border Protection (CBP) Form 7501
- US CBP Form 6059 General Declaration
- US CBP Form 5106 Request for Importer Number or Notification of Importer Number

II. PERFORMANCE REQUIREMENTS

Unless otherwise specified, all references to days are considered calendar days. The contractor will perform actions as necessary to accomplish the objectives stated above as well as the following tasks and deliverables.

A. MATERIAL REQUIREMENTS

1. Lithium Carbonate Requirements
    a. The material must be battery grade lithium carbonate consistent with the requirements identified below. All testing methods must be reported along with the components to which they were used to test.

Table 2 - Material specifications

Component	Limit		Unit
Li_2CO_3	99.50	min	wt%
Na	0.060	max	wt%
K	0.0010	max	wt%
Ca	0.016	max	wt%
Fe	0.001	max	wt%
Mg	0.008	max	wt%
SO_4	0.100	max	wt%
Cl	0.010	max	wt%
Cu	0.0005	max	wt%
Zn	0.0005	max	wt%
Al	0.0010	max	wt%
Ni	0.0010	max	wt%
Acid Insoluble	0.020	max	wt%
Magnetic Impurities	0.030	max	wt%
Moisture, H_2O	0.30	max	wt%
Loss on Ignition, 500°C	0.50	max	wt%
Th + U*	0.05	max	wt%

b. Material must be in powder form and meet the following sizing requirements:
   i. D10: ≥ 1 µm
   ii. D50: 4 – 8 µm
   iii. D90: 9 – 15 µm
c. Each lot must be approximately 44,000 lbs. Co-mingling of multiple production lots into one larger lot will not be accepted. The contractor must assign a unique lot number to each production lot.
d. The contractor must ensure no government material or samples of government material leave the CONUS.
e. Material must be non-radioactive, non-licensable per Nuclear Regulatory Commission (NRC) regulations. It must contain less than 0.05 percent combined thorium and uranium by weight.

B. SAMPLING

1. The Government will witness the Contractor's sampling operations for each lot of material the Contractor intends to deliver to the Government for compliance with the Sampling Plan.
   a. Methods for observation of sampling include (but are not limited to): in person, video call (facilitated by the vendor), recorded video, livestream.
   b. Other forms of observation may occur if agreed upon by both the Government and the Contractor.
   c. Details of observation will be confirmed between the Government and the Contractor no later than 30 business days prior to sampling.
2. The Government reserves the right to waive witnessing of the sampling process on a case-by-case basis.
3. Performance of all sampling activities must occur within CONUS.
4. The contractor must permit the government access to activities associated with sample collection and distribution at the time the contractor is manufacturing each lot of material the contractor intends to provide to the government. The contractor's production facilities must be within the CONUS for all lots of material the contractor intends to supply the government.
5. The contractor must provide the government with written notice of the date(s) the contractor intends to begin sampling activities of all lots of material it intends to provide to the government at least 30 business days prior to that date.
6. The contractor must submit a draft sampling plan as part of the proposal. The contractor's sampling plan must clearly
   a. Describe the sampling process and how it produces a sample that is representative of the lot.
   b. Cite any relevant sampling standards used for sampling as applicable.
   c. Provide supporting documentation showing that the sampling practice produces a sample that is representative of the lot (e.g., cite a standard, industry practice, or data demonstrating the sample is representative, etc.).

7. The contractor must submit for approval the finalized sampling plan no later than 30 business days after contract award. The sampling plan must be approved prior to the commencement of any sampling operations.
8. The contractor cannot make any changes to the approved sampling plan without the explicit written approval of the government representative.
    a. If the contractor wishes to make changes to the approved sampling plan, the contractor must submit the revised proposed sampling plan to the government representative for approval no later than 30 business days prior to implementation of the changes. The revised sampling plan must be submitted in PDF format by email to the government representative. The government representative will advise the contractor whether the revised proposed sampling plan is approved within 5 business days of receipt. All sampling must be conducted in accordance with the approved sampling plan.
    b. Alternatively, if subsequent contractor sampling plans and processes remain unchanged from previous sampling plans, the contractor must send an email to the government representative stating that there have been no changes to its sampling plan and processes at least 30 business days prior to the date the contractor begins sampling activities.
9. The contractor must collect four equivalent samples for each lot of material the contractor intends to supply to the government – one set of samples for the contractor's purposes, one set of samples for the government to retain and two samples for the third-party laboratory (one for analytical testing and one for laboratory reserve). All samples must be of the same size and form and must be representative of the chemical properties of the entire lot of material. All three samples must have a minimum sample size that satisfies the requirements of the independent third-party laboratory for sample size.
10. The contractor must ship the government's sample for each lot with the corresponding lot of material it delivers to the government.
11. The contractor must document and transfer chain of custody of the lot's analytical sample to the independent third-party laboratory.
12. The contractor must use a US-based express courier (ie. FedEx, UPS, etc.) to transport the analytical sample and the laboratory reserve sample to the independent third-party laboratory for analysis.
    a. Use of the Contractors selected express courier is is conditional upon approval by the Government.
13. The Contractor must document chain of custody of the analytical and laboratory reserve samples. The Contractor must produce the chain of custody documents within 24 hours when requested by the Government.

C. TESTING

1. The contractor must employ an independent third-party analytical chemistry laboratory (lab) to chemically characterize each lot of material the contractor intends to deliver to the government. The lab must analyze each lot in accordance with Table 2 above.

2. The contractor must document this information to the government in a certificate of analysis (COA). The contractor must deliver a COA for each representative sample from each lot for which chemical analyses were performed.
3. The third-party lab used to perform verification testing must:
    a. Have CONUS-based operations.
    b. Perform all analytical chemistry activities in this SOW within the CONUS.
    c. Be certified in International Organization for Standardization (ISO) 17025 through A2LA with the following specific certifications (at a minimum): sample preparation for mineral ore, limestone, ferro-alloys (falling within the A2LA P112 flexible scope policy); inductively coupled plasma (ICP) for Al, Ag, As, B, Ba, Bi, Ca, Cd, Ce, Co, Cr, Cu, Fe, K, La, Li, Mg, Mn, Mo, Na, Nb, Ni, P, Pb, Sb, Se, Si, Sn, Sr, Ta, Ti, V, W, Zn (falling within the A2LA P112 flexible scope policy); combustion analysis for C, N, O, S (falling within the A2LA P112 flexible scope policy); wavelength-dispersive x-ray fluorescence (WDXRF) analysis for Al, Ca, Cr, Co, Cu, Fe, Mn, Mo, Na, Nb, Ni, P, S, Si, Ti, V (falling within the A2LA P112 flexible scope policy); gravimetric precipitation analysis for CaF2, Mo, Nb, S, SiO2; volumetric analysis for B, Ca, Cr, Fe, Metallic Fe, Mg, Mn, Ni, Ti, V; gas evolution for CO2; and miscellaneous gravimetric analysis for sieve testing, loss on ignition, moisture at 105°C.
    d. Have capability and experience in analytical chemistry techniques and methods and method development in wet chemistry (e.g., sample preparation and digestion, titration, reagent preparation, glovebox work, etc.), and instrumentational analysis.
    e. Have capability and experience in clean pulverization capabilities, laboratory sample preparation and digestion, titration, and reagent preparation.
    f. Have capability and experience in instrumental analysis including ICP optical emission spectroscopy/atomic emission spectroscopy (ICP-OES/AES), ICP-Mass Spectrometry (ICP-MS).
4. The Contactor must submit with their proposal the name of the independent third-party laboratory that they intend to use to test material intended for delivery to the government.
5. Use of the Contractor's selected third-party laboratory is conditional upon approval by the Government.
6. The Contractor must submit for approval the third-party laboratory's testing plan no later than 30 business days after contract award. The testing plan must be approved prior to the commencement of any sampling operations.
7. Use of the contractor's selected third-party laboratory is conditional upon approval by the government.
8. The Contractor must sign a release form with approved third-party lab allowing the Government access to any and all COA's and testing data generated by the third-party laboratory for material the Contractor delivers to the Government and during the execution of the awarded contract.
9. The contractor must submit with their proposal a draft testing plan to include the following, at a minimum:

a. Name and address of the third-party laboratory the contractor intends to use;
b. Summary description of sample preparation (i.e. how the sample is obtained, how the sample is readied for testing ect.);
c. Summary description of the methodology and instrumentation (as applicable) the lab will employ for each required data value in the SOW material specifications;
d. Any significant assumptions the lab might elect to make that are beyond the accepted assumptions made for chemical analysis (instruments and wet chemistry); and
e. Acknowledgement of the safety portion of the safety data sheet (SDS) for the specific material being tested.

10. The contractor must not make any changes to the independent third-party analytical chemistry laboratory's testing plan (i.e., the proposed analytical methodologies the independent laboratory will employ that will be submitted as part of the contractor's proposal) without the explicit written approval of the government.
    a. If the contractor or third-party laboratory wishes to make changes to the approved testing plan, the contractor must submit the revised proposed testing plan to the government representative for approval no later than 20 business days prior to implementation of the changes. The contractor must submit the revised testing plan to the government via email in PDF format. The government will advise the contractor within 5 business days whether the revised proposed testing plan is approved or not.
    b. Alternatively, if the contractor does not make changes to their previously submitted testing pla,, the contractor must send an email to the government stating that there have been no changes to its testing plan and processes at least 20 business days prior to the date the contractor begins testing operations.
11. The government reserves the right to witness testing operations. The contractor must permit the government full access to all areas where the contractor's testing operations take place.
12. The contractor must conduct all testing in accordance with the approved testing plan. The Government will reject material as non-compliant if the contractor does not comply with the Testing Plan.

D. CERTIFICATES OF ANALYSIS

1. The contractor must provide a COA with each production lot as defined within this SOW. Final approval of each Contractor COA takes place prior to Contractor's shipment of each lot of material to the Government.
2. The Contractor must affix a cover letter with their letterhead to each COA the contractor submits to the government. The Government will incorporate the Contractor's cover letter into the Contractor's COA. The Contractor must include in their COA the following, at a minimum:
    a. Name and address of the Company
    b. Acknowedgement that the testing of the material has been carried out in accordance with the approved testing plan.

c. Acknowledgement that the data provided is solely the data of the third-party laboratory and has not been altered in any manner.
d. Any additional information required for the COA that is not provided by the third-party laboratory (i.e. lot number, weight, dimensions etc.) must be clearly identified as not provided by the third-party laboratory.
e. Printed name and signature of approving official

3. The COA is a legal document, which attests that the materials delivered by the contractor meet the specifications as stated in this SOW. The government will determine based on the COA if the lot(s) of the materials are acceptable for delivery. The contractor must carefully sample and test the material to ensure the reliability of each submitted COA.
4. The COAs must be submitted by email in PDF format to the government for review and acceptance prior to shipping any lot(s) to the point of delivery.
5. The COA must have a statement certifying that the material meets and/or exceeds required material specifications as stated within this SOW.
6. The government POC will review every COA submitted to determine acceptability and compliance with the requirements in this SOW within 15 business days after receipt.
7. The Contractor must submit a draft cover letter and a draft COA with their proposal. The COA must include the following (at a minimum):
    a. Lot number.
    b. Weight and number of containers the COA covers.
    c. List of tests performed and/or the methodology applied.
        i. The contractor must include any significant assumptions made other than typical assumptions for test methodology as a footnote to the reported value.
    d. Numerical results and qualitative results (as applicable).
    e. Error ranges/limits for results
        i. For all of the identified variables listed in II.A.1 Material.
    f. Specifications/requirements/uncertainties.
        i. As listed for all the identified variables in II.A.1 Material.
    g. Name of the company or name of the laboratory performing the testing.
    h. Date(s) each analysis is performed.
    i. Printed name and signature of analyst.
8. The COA and all documents submitted to the government must be in English.

E. ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH

1. The government will ensure contractor compliance with all federal, state, and local regulations as well as international laws (as applicable) for the use, transport, emergency response, and disposal of the acquired material.
2. The contractor must ensure compliance with the Department of Transportation (DOT) regulations by certifying hazardous materials are properly classified, described, packaged, marked, and labeled and are in a safe condition to transport the material (49 CFR 173).

3. The contractor must ensure compliance with the Occupational Safety and Health Administration (OSHA) regulations regarding the proper management, handling, storage, transportation, and disposition of material (29 CFR 1910).
4. The contractor must communicate the hazards of the material by providing the SDS in accordance with The United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS) (29 CFR 1910).
5. The contractor must ensure compliance with the Environmental Protection Agency (EPA) regulations for the characterizing of waste to determine appropriate disposal of material and any associated packing and shipping material (40 CFR 260).
6. The contractor must ensure compliance with Strategic Materials Environmental, Safety, and Occupational Health (ESOH) Depot Orientation Guide and ESOH Policy Statement available on the Strategic Materials website: https://www.dla.mil/Strategic-Materials/.

F. PACKAGING

1. Material must be packaged in a 6-mil thick LDPE or HDPE liner with a "twist and tie" or heat-seal method liner within a new UN 1A2/Y250/S compliant steel drum with a rated capacity of 55 gallons or metric equivalent capacity; no more than four drums per pallet.
2. The contractor must package all material delivered throughout the performance of this SOW in the same size and type of drum (identical in all aspects).
3. The contractor must submit detailed design drawings and manufacturer's certifications for all proposed steel drums for use under this SOW for review and approval from the government prior to their utilization.
4. No steel drums can be utilized that have not been preapproved for use under this SOW by the government.
5. The steel drums must be new. Use of used, recycled, repaired, remanufactured, or refurbished drums is not allowed.
    a. The steel drums must have a nut and bolt and ring closure.
    b. The steel drums must have a gasket made of a synthetic elastomer to prevent the admission of moisture and to prevent leakage of its contents, especially fine particulates. The gasket's material must have a chemical resistance consistent with the contents of the drum.
    c. Both the steel drums' exteriors and interiors must be hot dipped, galvanized, or painted with a rust preventive coating.
    d. A copy of the drum manufacturer's certification must be packaged with each shipment representing all drums in that shipment.
6. Upon delivery the drums must be intact and free of damage, contamination, and leaks.
7. Palletizing requirements. All container/items must be placed onto new undamaged pallets meeting the specifications listed below and be banded together to prevent container/item movement during handling, transportation, or other operations where containers/items and/or personnel could be damaged and/or injured if the container/item shifts. The use of used, recycled, repaired, remanufactured, and/or refurbished pallets is not allowed.

a. Pallet design.
    i. All pallets must be 48” deep (front to back) and 48” wide (side to side) in size.
    ii. All pallets must contain four full-length solid stringers. One stringer must be located at each edge (side) and two stringers must be located in the interior of all pallets. Interior stringers must be spaced 18.5” (on center) from the outside of each edge (side). Stringers must be 1 5/8” in width and 3.5” in height. Segmented, composite, and/or block stringers are not allowable.
    iii. All pallets must have flush sides (e.g., no wings).
    iv. All pallets must contain “top decking” and “bottom decking” boards. All decking boards must be 6” in width with no more than 1” between boards. All decking boards must be ¾” in thickness and be solid.
    v. All pallets must have a “two-way entry” configuration.
    vi. Pallets may be reversible in design.
    vii. All pallets must have a minimum rated load capacity of 750 pounds per square foot.
b. Pallet construction.
    i. All pallets must satisfy the requirements listed in ASTM D6199-18a.
    ii. All pallets must be constructed entirely (except fasteners) of high-density hardwood meeting the requirements of paragraph 6 of ASTM D6199-18a. Only high-density hardwood species categorized in “Group IV” of ASTM D6199-18a are allowable for pallet construction. The only allowable high density hardwood species used for pallet construction are beech, birch, hackberry, hard maple, hickory, oak (eastern), pecan, rock elm, American elm, white oak, and green oak. Pallets may be constructed by mixing together or using different high density hardwood species listed above interchangeably.
    iii. All pallets must satisfy the requirements listed in International Standards for Phytosanitary Measures (ISPM) 15 (e.g., heat treated etc.).
    iv. Only driven nails that are “helically” threaded, “annularly” threaded or “fluted” are allowable for use in pallet construction. The fastener length must be sufficient to provide a minimum penetration of 1.25” into the stringer.

8. An SDS specific for each grade of the contained material must be accessible and external to the packed material with each delivery. All packages must meet all requirements presented in Section II.E to ensure compliance with federal, state, and local regulations for the transporting, handling, and management of material.

G. LABELING

1. All individual containers or pallets must be identified with an attached tags(s)/label(s) as follows:
    a. The font size must be of sufficient size to be legible to the unaided eye.
    b. All information on tag(s)/label(s) must be in English.

c. Any ink used to print tag(s)/label(s) must be indelible, permanent, and suitable for use in unheated warehouses where temperature extremes (both hot and cold) exist. The use of paint on tags/labels to enter the required information on each tag/label is not allowable.
d. The tag/label material must be durable and suitable for use in unheated warehouses where temperature extremes (both hot and cold) exist. The tag/label material must not react with the commodity being tagged/labeled.
e. Tag/label material must have an expected lifespan of a minimum of 20 years with no degradation.
f. All tag(s)/label(s) must be of sufficient size to permit the listing of all required information.

2. The information below must be listed on each tag/label or included with the lot. The marking must not include a security classification or anything indicating DLA Strategic Materials ownership other than the IDIQ and delivery order number.
    a. Commodity name
    b. Commodity grade, type, or form
    c. Ore Type (i.e. Wolframite or Scheelite)
    d. Country of origin
    e. Producer name
    f. Producer's part number
    g. Gross weight in pounds and metric units (metric units to be in parentheses)
    h. Net weight in pounds and metric units (metric units to be in parentheses)
    i. Lot number
    j. Serial number
    k. IDIQ and delivery order number.
3. Tag(s)/label(s) must be attached to each container in a permanent manner that prevents accidental detachment. The means of attachment must be suitable for use in unheated warehouses where temperature extremes (both hot and cold) exist.
4. One tag/label must be attached to the exterior of each drum container in a permanent manner that prevents accidental detachment. A second tag/label must be attached to the topside of the lid of each drum. A third tag/label must be attached to the underside of the lid of each drum. The means of attachment must be suitable for use in unheated warehouses where temperature extremes (both hot and cold) exist. Attachment by adhesive means (e.g., glue, adhesive backed tag/label, etc.) is acceptable.
5. A separate metal tag must be attached to each individual container with a laser etched 3d barcode containing data listed in Paragraph G.2.
6. All packages must meet all requirements presented in Section II.E to ensure compliance with federal, state, and local regulations for the transporting, handling, and management of material.
7. All materials shall include a completed US Securities and Exchange Commission form SD and demonstrate compliance with the Dodd-Frank Act.

H. TRANSPORTATION AND DELIVERY

1. The contractor is responsible for transport as well as for carrier and insurance paid to (CIP) of the material to one of the points of delivery below.
2. The Contractor must deliver materials to the one of the following Government Storage Depots (delivery point) to be specified on each Delivery Order:

    a. Defense Logistics Agency Strategic Materials Scotia Depot
    Route 5, Building #12
    Scotia, NY 12302-9463
    Telephone: (518) 370-3347

    Unloading Hours: 7:30 AM – 2:30 PM (Eastern Time), Monday – Friday

    Accessibility: Truck

    Deliveries will only be accepted between the hours of 7:30 AM – 2:30 PM (EST), Monday – Friday (excluding federal holidays).

    b. Defense Logistics Agency Hawthorne Army Depot
    1 South Main Ave.
    Hawthorne, NV 89415-9404
    Telephone: (775)-945-7001

    Shipping Hours: 8:00 AM – 2:30 PM (Pacific Time) Monday through Thursday. (Exceptions of federal, state, and local holidays, and days of closure due to inclement weather, and/or other emergencies.)

    Accessibility: Truck/Rail* scale is available (Truck scale weight capacity is 90,000 lbs. and the rail scale capacity is 500,000 lbs.).
    *Note: Accessibility by rail is currently unavailable but may become available in the future.

    Truck Lot Receiving Procedures: Transportation companies are required to use the Carrier Appointment System (CAS) SDDC for deliveries to Hawthorne Army Depot. Transportation companies must schedule an appointment 24 hours in advance by CAS or by calling 775-945-7950 or 775-945-7949. Hawthorne Army Depot must review passports, naturalization papers, and citizenship for admittance and reserves the right to reject non-compliant transportation. Any deliveries must be pre-approved prior to arriving in Hawthorne.

    c. Defense Logistics Agency Strategic Materials Hammond Depot
    3200 Sheffield Avenue
    Hammond, Indiana 46327-1003
    Telephone: (219)-937-5383

Shipping/Receiving hours: 7:00 AM – 2:30 PM (Central Time) Monday through Friday (exceptions of federal, state, and local holidays and days of closure due to inclement weather and/or other emergencies)

Accessibility: Truck and rail.

d. Defense Logistics Agency Columbus Depot
3990 E. Broad St.
Columbus, OH 43218

Shipping/Receiving hours: 7:00 AM – 2:30 PM (Eastern Time) Monday through Friday (exceptions of federal, state, and local holidays and days of closure due to inclement weather and/or other emergencies)

Accessibility: Truck

3. The contractor must submit a draft delivery schedule with their proposal that outlines a potential cadence of shipments given the quantities provided in Table 1 above.
4. The Contractor must submit a final proposed material delivery schedule for the duration of the contract to the government within 30 business days of contract award that includes proposed individual delivery dates and the total net weight of each proposed delivery.
5. The contractor must schedule each delivery with the government representative only after the COA is accepted.
6. The contractor must schedule all deliveries in writing with the government representative a minimum of 15 business days in advance of delivery and receive written acceptance of the proposed delivery schedule from the government representative prior to any shipping. The notification must include the following information:
    a. Total net weight of material to be delivered.
    b. Total net weight of each lot of material to be delivered.
    c. Total net weight of material contained in each package.
    d. Total number of sub-packaging units contained inside each package, if applicable.
    e. Total number of packages.
    f. Quantity of packages on each pallet.
    g. Pallet size (e.g. 48” x 48”).
    h. Total number of truck loads to be delivered each month.
    i. Total number of lots contained in each truckload.
    j. Type of truck planned for transporting the material to the delivery point (e.g., enclosed van truck, overseas container, etc.).
7. The contractor shall have no longer than 36 months after issuance of the delivery order to deliver the required quantity of material.

I. INSPECTION AND ACCEPTANCE

1. DLA personnel will perform in-depth visual inspections of material upon transferring to DLA custody at the final delivery point to verify conformance with the requirements stated in the SOW that can be verified visually.
2. The government reserves the right to sample and test each lot of material received to verify the material meets the specifications set forth in this SOW.
3. The government representative will provide written notification of the acceptance/rejection of each delivered lot of material to the contractor within 30 business days of delivery. The contractor cannot invoice until the government representative has issued a written notification of acceptance of each lot of material delivered.
4. If any delivered lot of material or other deliverable does not conform to the requirements stated in this SOW, the government reserves the right to reject the non-conforming material.
5. Material rejected based on non-compliance must be replaced at no cost to the government. The contractor is responsible for removal and replacement of rejected lots of material, including all attendant costs within 90 calendar days of the final delivery.

J. TIMELINE OF ACTIONS/SUBMISSIONS

Table 3 - Timeline

Responsible Party	Action / Submission	Deadline / Timing
Contractor	Submit Sampling Plan	With Proposal
Contractor	Submit Testing Plan	With Proposal
Contractor	Submit Draft Delivery Schedule	With Proposal
Contractor	Submit sample Certificate of Analysis	With Proposal
Contractor	Submit Delivery Schedule	Within 30 business days of contract award
Contractor	Submit revised Sampling or Testing Plan	no more than 20 business days prior to implementation of changes
Contractor	Schedule delivery with QAS	at least 15 business days in advance of delivery
Contractor	Removes and replaces rejected material .	Within 90 calendar days of the final delivery.
Government	Provide written notification of acceptance/rejection	Within 30 business days of delivery.
Government	Review and accepts/rejects the COA	Within 15 business days after receipt.
Government	provides approval/rejection of revised Sampling/Testing plans	Within 5 business days of receipt.

SECTION I – CONTRACT CLAUSES

SOLICITATION PROVISIONS

The following solicitation provisions apply to this acquisition:

52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024) FAR

52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017) FAR

52.204-7, System for Award Management—Registration (DEVIATION 2026-O0038)(FEB 2026) FAR

52.204-90, Offeror Identification (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-12, Certification Regarding Tax Matters (OCT2025) FAR

52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (and its Addendum) (DEVIATION 2026-O0038) (FEB 2026) FAR

52.212-2, Evaluation - Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026) FAR

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

The Government will use the following factors to evaluate each proposal:

Factor 1: Technical Approach
Factor 2: Past Performance
Factor 3: Price

Factor 1 and Factor 2 shall be evaluated on an Acceptable/Unacceptable basis. A proposal will be considered if it conforms to the requirements of the statement of work (SOW). A proposal will NOT be considered if it does not conform to ALL the requirements in the SOW. The proposal will also NOT be considered if it does not include the required submittals.

In this Lowest Price Technically Acceptable (LPTA) acquisition, the following factors and subfactors will be evaluated:

(1) **Factor 1 – Technical Approach** – Evaluation will consider the contractor's proposed technical approach after rating the six technical approach sub-factors listed below and provide an overall rating for Factor 1.

Subfactor 1.1 Material Description - The Government will evaluate the material specifications/standards that the Offeror's proposal demonstrates they can produce, and the Offeror's compliance with Part II, Section A.1.a through A.1.e of the SOW.

Subfactor 1.2 Sampling - The Government will evaluate the Offeror's proposed sampling approach for demonstrating compliance with Part II, Section B of the SOW, which will include the evaluation of sampling plans submitted with the proposal.

Subfactor 1.3 Testing - The Government will evaluate the Offeror's proposed testing approach for demonstrating compliance with Part II, Section C of the SOW, which will include the name of the third-party laboratory the Offeror intends to use.

Subfactor 1.4 Certificates of Analysis - The Government will evaluate a sample of the Offeror's Certificate of Analysis (COA) from past deliveries of the solicited material, demonstrating that the COA can meet requirements listed in Part II, Section D of the SOW.

Subfactor 1.5 Packaging - The Government will evaluate the Offeror's proposed packaging approach for demonstrating compliance with Part II, Section F of the SOW. Evaluations will also include a sample Safety Data Sheet (SDS) for the solicited material.

Subfactor 1.6 Labeling - The Government will evaluate the Offeror's proposed labeling approach for demonstrating compliance with Part II, Section G of the SOW.

Factor 1 – Technical Approach (and its subfactors) will be evaluated using the following table:

Technical Acceptable / Unacceptable Rating Method		
RATING	**(SELECT ONE):**	**DESCRIPTION**

Acceptable		Proposal meets the minimum requirements of the solicitation. All criteria are acceptable, and all documents are included.
Unacceptable		Proposal does not meet the minimum requirements of the solicitation. If any of the above criteria are non-acceptable, the proposal is unacceptable.

Submittals

The Contractor shall provide all submittals required as stated in the solicitation coversheet. Please indicate if all forms are included (Please indicate 'Yes' or 'No')

Submit proposed standards and specifications to ensure compliance with section 4.0 of the SOW.
Submit a sample Safety Data Sheet (SDS) for the solicited material.
Submit a sample Certificate of Analysis (COA) for the solicited materials.
Submit a proposed delivery schedule for the material acquired.
Submit a draft sampling plan
Submit name of third-party lab

(2) **Factor 2 – Past Performance**

The past performance evaluation, the government will evaluate the offeror's probability of meeting the minimum performance requirements for this solicitation. This assessment is based on the offeror's record of recent and relevant past performance information that pertains to the work, products, and/or services outlined in the solicitation requirements. The offeror shall identify its past performance information as requested herein. The Past Performance Acceptability assessment is based on recency, relevancy, and quality of historical contracts.

The Government will evaluate past performance to determine whether the offeror's present or past performance is recent, and relevant or not relevant to the effort to be acquired. In establishing what is relevant for the acquisition, consideration shall be given to what aspects of an offeror's contract history would give the most confidence that the offeror will satisfy the current procurement. Common elements of relevancy include similarity of service / support, complexity, dollar value, contract type and degree of subcontract / teaming.

Second, the Government will evaluate to determine how well an offeror performed on current or prior contracts. The past performance evaluation process

gathers information from an offeror's customers on how well the offeror performed on current or past contracts and includes a history of successful completion of projects, a history of producing high-quality reports and deliverables, a commitment to customer satisfaction, and a history of staying on schedule and within budget.

Past Performance information may be obtained from Past Performance Questionnaires, Federal Performance and Integrity Information System (FAPIIS), Contractor Performance / Assessment Reporting System (CPARS), or other sources available to the Government. The Past Performance evaluation process does not establish, create, or change the existing record and history of the offeror's past performance on present / past contracts.

The Offeror may submit up to three (3) previously awarded contracts, awarded within the past four years as of the date of this solicitation's posting; with at least one year of completed performance as of the date of this solicitation's posting; and of similar scope, size, and complexity to the current requirement. For each of the submitted past performance examples, the Offeror shall provide:

(i) The name of the project and the contract ID number.
(ii) The name of the contracting agency or organization by which the contract was awarded.
(iii) The date of the contract award and the contract award amount in dollars.
(iv) The date of the contract completion or expected contract completion.
(v) A brief description of the scope of work for the contract in question.
(vi) Identification of at least one point-of-contact at the organization that awarded the submitted contract, including (if applicable): the name of the point-of-contact; their current mailing address; phone number; and email address.

Factor 2 – Past Performance will be evaluated using the following table:

Past Performance Acceptable / Unacceptable Rating Method		
RATING	**(SELECT ONE):**	**DESCRIPTION**
Acceptable		Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below)

Unacceptable		Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

** Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.202(c)(1)). In this situation, the Offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."*

(3) **Factor 3 – Price**

Offerors shall complete the Contract Line-Item Number (CLIN) pricing in Section B of the solicitation. The total evaluated price will be used for evaluation purposes. The Government will evaluate the proposal for price reasonableness using the price analysis techniques described in FAR 15.404-1.

The Government will evaluate price when the Government finds an Offeror acceptable under Factors 1 and 2. The Government will evaluate price in accordance with FAR 15.103-2 Lowest Price Technically Acceptable source selection process and DLAD 15.405 Price negotiation. The offeror shall provide proposed pricing in accordance with Section B of this solicitation. Contract award will be made to the Factor 1 and Factor 2 "Acceptable" and responsible offeror, or offerors, with the lowest price. The Government reserves the right to award an amount less than the maximum quantity under CLIN 0001. The Government reserves the right to make more than one award. The Government also reserves the right to make no award.

(b) Options. N/A

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

(End of provision)

52.219-2, Equal Low Bids (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-18, Certification Regarding Knowledge of Child Labor for Listed End

Products (FEB 2021) FAR

52.222-56, Certification Regarding Trafficking in Persons Compliance Plan (DEVIATION 2026-O0038) (FEB 2026) FAR

52.223-4, Recovered Material Certification (MAY 2008) FAR

52.225-2, Buy American Certificate (OCT 2022) FAR

52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate (DEVIATION 2026-O0038) (FEB 2026) FAR

52.225-6, Trade Agreements-Certificate (FEB 2021) FAR

52.226-3, Disaster or Emergency Area Representation (NOV 2007) FAR

52.229-11, Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020) FAR

CONTRACT CLAUSES

The following contract clauses apply to this acquisition:

52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) FAR

52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) FAR

52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) FAR

52.204-9, Personal Identity Verification of Contractor Personnel (JAN 2011) FAR

52.204-13, System for Award Management—Maintenance (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-91, Contractor identification (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-10, Prohibition on Contracting with Inverted Domestic Corporations

(DEVIATION 2026-O0038) (FEB 2026) FAR

52.212-4, Contract Terms and Conditions--Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026) FAR

52.216-18, Ordering (AUG 2020) FAR

(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 *Date of Award* through *End of the Ordering Period*.

(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) FAR

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,000,000.00, 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 $300,000,000.00 ;
(2) Any order for a combination of items in excess of $300,000,000.00 ; or
(3) A series of orders from the same ordering office within 30 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 7 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) FAR

(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 effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 24 months after delivery order issuance.

(End of Clause)

52.219-9, Small Business Subcontracting Plan (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-14, Limitations on Subcontracting (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-16, Liquidated Damages—Subcontracting Plan (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-33, Nonmanufacturer Rule (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-3, Convict Labor (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-19, Child Labor—Cooperation with Authorities and Remedies (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-35, Equal Opportunity for Veterans (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-36, Equal Opportunity for Workers with Disabilities (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-37, Employment Reports on Veterans (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-50, Combating Trafficking in Persons (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-54, Employment Eligibility Verification (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-62, Paid Sick Leave Under Executive Order 13706 (DEVIATION 2026-O0038) (FEB 2026) FAR

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION 2026-O0040, REVISION 1)(APR 2026) FAR

52.223-9, Estimate of Percentage of Recovered Material Content for EPA-

Designated Items (MAY 2008) FAR

52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (DEVIATION 2026-O0038) (FEB 2026) FAR

52.223-12, Maintenance (DEVIATION 2026-O0038) (FEB 2026) FAR

52.223-23, Sustainable Products (DEVIATION 2026-O0038) (FEB 2026) FAR

52.225-1, Buy American-Supplies (DEVIATION 2026-O0038) (FEB 2026) FAR

52.225-1 with Alt I, Buy American-Supplies, with Alternate I (OCT 2022) FAR

52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEVIATION 2026-O0038) (FEB 2026) FAR

52.225-3 with Alt II, Buy American-Free Trade Agreements-Israeli Trade Act, with Alternate II (DEVIATION 2026-O0038) (FEB 2026) FAR

52.225-3 with Alt III, Buy American-Free Trade Agreements-Israeli Trade Act, with Alternate III (DEVIATION 2026-O0038) (FEB 2026) FAR

52.225-3 with Alt IV, Buy American-Free Trade Agreements-Israeli Trade Act, with Alternate IV (OCT 2022) FAR

52.225-5, Trade Agreements (NOV 2023) FAR

52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (DEVIATION 2026-O0038) (FEB 2026) FAR

52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) FAR

52.229-12, Tax on Certain Foreign Procurements (FEB 2021) FAR

52.232-29, Terms for Financing of Commercial Products and Commercial Services (NOV 2021) FAR

52.232-30, Installment Payments of Commercial Products and Commercial Services (NOV 2021) FAR

52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) FAR

52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) FAR

52.232-36, Payment by Third Party (DEVIATION 2026-O0038) (FEB 2026) FAR

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) FAR

52.232-90, Fast Payment Procedure (DEVIATION 2026-O0038) (FEB 2026) FAR

52.233-3, Protest After Award (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-90, Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-91, Security Prohibitions and Exclusions (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-92, Security Requirements (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-93, Basic Safeguarding of Covered Contractor Information Systems (DEVIATION 2026-O0038) (FEB 2026) FAR

52.244-6, Subcontracts for Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026) FAR

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (OCT 2016) DFARS

252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (MAY 2024) DFARS

252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation (DEC 2019) DFARS

252.204-7017, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -Representations (MAY 2021) DFARS

252.204-7018, Prohibition on the Acquisition of Covered Defense telecommunications Equipment or Services (JAN 2023) DFARS

252.204-7019, Notice of NISTSP 800-171 DoD Assessment Requirements (NOV 2023) DFARS

252.240-7997, NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2026-

O0025) (FEB 2026) DFARS

252.232-7006, Wide Area Workflow Payment Instructions (JAN 2023) DFARS

(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 Work Flow (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 Invoice _____

(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 Combo Invoice, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

_____Combo Invoice _____

(Contracting Officer: Insert either "Combo Invoice" 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	SL4701
Issue By DoDAAC	SP8000
Admin DoDAAC**	SP8000
Inspected by DoDAAC	See Delivery Order
Ship to Code	See Delivery Order
Ship From Code	NA
Mark for Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	NA
Accept at Other DoDAAC	NA
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC (s)	NA

*(*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.

_____ Divyesh V. Patel _____

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

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

(End of Clause)

252.239-7010, Cloud Computing Services (JAN 2023) DFARS