

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 34	
2. CONTRACT NO. SP8000-26-D-0002		3. AWARD/EFFECTIVE DATE 2025 DEC 30		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY DCSO COLUMBUS DIVISION #3 3990 EAST BROAD STREET COLUMBUS OH 43218 USA Local Admin: Zoryanna Siemer DZS0006 Tel: DSN392-693-2222 Email: Zoryanna.Siemer@dla.mil				CODE SP8000		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: 212390 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8 (A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP			
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None	
17a. CONTRACTOR/ OFFEROR ARES STRATEGIC MINING, INC. 1365 US - 6 DELTA UT 84624 USA TELEPHONE NO. 6043451576		CODE 9Y1L9 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		CODE SL4701	
☐ 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					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$168,938,267.30	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED. ☐ ARE ☐ ARE NOT ATTACHED.	
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 0000-00-00. 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) <i>Shaun Bunnell</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Shaun Bunnell Shaun.Bunnell@dla.mil		31c. DATE SIGNED 2025 DEC 29	

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

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

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

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SECTION A - SOLICITATION/CONTRACT FORM

STANDARD FORM 1449 NOTES / CONSIDERATIONS

The contract writing system used to execute this action contains limitations that can result in the creation of a final document partially inconsistent with what would be appropriate for certain agreements or contract actions. Please note the following with regard to this SF 1449:

- Block 5 -- SOLICITATION NUMBER: SP8000-25-R-0020
- Block 6 -- SOLICITATION ISSUE DATE: 2025 SEP 19
- Block 7a -- NAME: Shaun T. Bunnell, Email: shaun.bunnell@dla.mil
- Block 7b -- TELEPHONE NUMBER: 614-692-7712
- Block 8 -- OFFER DUE DATE / LOCAL TIME: 2025 OCT 03 / 11:59PM EDT
- Block 14 -- METHOD OF SOLICITATION: RFP
- Block 26 -- TOTAL AWARD AMOUNT: The amount listed in this block, \$168,938,267.30, represents the IDIQ award amount proposed. The award of this IDIQ contract does not obligate funds.

A.1 ADMINISTRATIVE SUMMARY

Under the authority of FAR 16.504, the DLA Contracting Services Office - Columbus Division 3 (DCSO-C3) hereby awards Contract SP8000-26-D-0002 to ARES Strategic Mining Inc. (CAGE: 9Y1L9) for Acid Grade Fluorspar (acidspar). A delivery order covering the contract guaranteed minimum will be awarded immediately following the award of this IDIQ contract. Any further delivery orders will be placed as requirements surface.

A.1.1 MATERIAL DESCRIPTION

- Description: Acid Grade Fluorspar (acidspar)
- PSC: 9620 / Material Code: N00001303
- NAICS: 212390/ Size Standard: 600 employees

A.1.2 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT INFORMATION

A.1.2.1 Contract Period. IDIQ SP8000-26-D-0002 is established as a single award, firm-fixed price Indefinite Delivery Indefinite Quantity (IDIQ) contract with one (1) five (5)-year base ordering period with yearly price increases beginning Year 2 based on the following:

- Year 1: 30 December 2025 to 29 December 2026
- Year 2: 30 December 2026 to 29 December 2027
- Year 3: 30 December 2027 to 29 December 2028
- Year 4: 30 December 2028 to 29 December 2029
- Year 5: 30 December 2029 to 29 December 2030

A.1.2.2 The Government intends to acquire quantities based on the following IDIQ contract minimum and maximum:

- Minimum: \$2,000,000.00 (guaranteed)
- Maximum: \$250,000,000.00

Under an IDIQ contract agreement, DCSO-C3 agrees to procure quantities of Acid Grade Fluorspar (acidspar) to cover only the guaranteed minimum stated in this contract. As such, the contractor shall receive an initial delivery order for acidspar following the award of this IDIQ

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

contract, at which time the minimum guaranteed amount will be obligated. Once the minimum guaranteed amount has been met, the Government is under no obligation to place orders for additional quantities against this contract. Additional orders for acidspar may be placed up to the stated maximum for the IDIQ contract, if the Government requires them. Specified minimum and maximum quantities will apply to the entire contract ordering period, and the cumulative total for all delivery orders will not exceed the specified IDIQ contract maximum.

A.1.2.3 The Statement of Work (SOW) found in Section C of Contract SP8000-26-D-0002 represents the scope of supplies required under this IDIQ contract.

A.1.2.4 Issuance of Delivery Orders. All requirements for acidspar will be ordered by firm-fixed price delivery orders based on the unit prices established by this IDIQ contract. Any DLA Contracting Services Office (DCSO) warranted Contracting Officer, within the limits of their warrants, may award and administer a delivery order for materials covered by the IDIQ contract. Delivery orders will most likely be placed by the DCSO-C3 Contracting Office. Delivery orders will have the QUANTITY and UNIT PRICE "flipped" under the ITEM DESCRIPTION for all CLINs. Therefore, the UNIT PRICE is represented as \$1.00, while the QUANTITY is equal to the amount to be obligated under each CLIN as a result of the award of the delivery order. This is done to ensure that the DLA system, EBS/EProcurement, will allow for appropriate invoicing/payment throughout the performance of the awarded delivery order.

A.1.3 DELIVERY / SHIPPING LOCATION

SW0844
Defense Logistics Agency Strategic Materials
Hawthorne Army Depot
1 South Main Ave.
Hawthorne, NV 89415-9404
USA

Telephone: (775) 945-7001
Unloading Hours: 8:00 AM - 2:30 PM (PST), Monday - Thursday
Accessibility: Truck/Rail (truck scale weight capacity is 90,000 lbs. and the rail scale capacity is 500,000 lbs.)

A.1.4 POINTS OF CONTACT FOR THIS ACQUISITION

Contract Specialist (CS):
Zoryanna P. Siemer
3990 E. Broad Street
Columbus, OH 43218-3990
(614) 693-2222
zoryanna.siemer@dla.mil

Procurement Contracting Officer (PCO):
Shaun T. Bunnell
3990 E Broad Street
Columbus, OH 43218-3990
(614) 692-7712
shaun.bunnell@dla.mil

Administrative Contracting Officer (ACO):
Felicia R. London
700 Robbins Ave.
Philadelphia, PA 19111
(445) 737-0765
felicia.london@dla.mil

Quality Assurance Specialist (QAS):
The QAS will be assigned on each delivery order.

A.1.5 WIDE AREA WORKFLOW INFORMATION

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

All payments will be processed and submitted through Wide Area Workflow. Information for Wide Area Workflow (WAWF) Invoicing: **Combo** Document Invoice. To ensure timely payment, the vendor should enter the required info WAWF on the day the material ships from their facility. Contractors/vendors not using WAWF will need to register for WAWF in order to gain access to the new MyInvoice functionality.

Wide Area Workflow (WAWF) is a secure web-based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment.

WAWF is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003, Electronic Submission of Payment Requests & Receiving Reports, and 252.232-7006, Wide Area Workflow Payment Instructions), which requires claims for payment under a Department of Defense Contract to be submitted in electronic form.

As of March 03, 2008, DoD has issued a final rule amending the Defense Federal Acquisition Regulation Supplement (DFARS) to require the use of the Wide Area Workflow as the only acceptable electronic system for submitting requests for payment (invoices and receiving reports) under DoD contracts. Government credit card will not be utilized for the orders against this agreement. All payments will be processed and submitted through WAWF "only."

When creating an invoice in WAWF, the contractor must input DoDAAC (**SW0844**) under the service acceptor field. Otherwise, the payment would not be processed on time. Below is the web link for Wide Area Workflow Reference Guidance for Vendors.

(Note: this guidance would help the vendor through the entire process of registration, submitting, void, and track invoices in WAWF). <https://wawf.eb.mil>

DLA WAWF Assistance (General Questions)
703-767-1915
wawf@dla.mil

A.2 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND CONTRACT

This administrative summary has been prepared as an aid to you, the contractor. Every attempt has been made to accurately reflect the requirements and information contained in the balance of this contract. Any inconsistencies between the summary and the contract will be resolved in favor of the specific requirements of the contract.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

B. SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN X001 - ACID GRADE FLUORSPAR

SUPPLY/SERVICE: 9620 - N00001303

ITEM DESCRIPTION: Acid Grade Fluorspar (acidspar), 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 acidspar to the DLA Strategic Materials Hawthorne Army Depot, Nevada. Pricing under this CLIN shall be reflective of all work to be performed under the SOW except for any work performed under CLIN X002.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

PRICING TERMS: Firm-Fixed Price

INSPECTION POINT: Destination

ACCEPTANCE POINT: Destination

FOB: Destination

DELIVERY DATE: Acidspar to be delivered within 36 months after delivery order issuance

PREP FOR DELIVERY: Packaging and labeling of acidspar shall be in accordance with sections 8, 9 and 10 of the SOW.

SW0844
Defense Logistics Agency - Strategic Materials Hawthorne Army Depot
Hawthorne Army Depot
1 South Main Ave.
Hawthorne, NV 89415-9404
USA

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

CLIN X001 – Acid Grade Fluorspar Quantity Range Pricing					
Contract Year	Material Code	Quantity Ranges	Minimum Order Quantity (LBS)	Maximum Order Quantity (LBS)	Unit Price (LBS)
Year 1 0001	9620- N00001303	1	5,000,000	10,000,000	0.28
		2	10,000,001	15,000,000	0.28
		3	15,000,001	20,000,000	0.27
		4	20,000,001	25,000,000	0.27
		5	25,000,001	30,000,000	0.27
		6	30,000,001	and up	0.27
Year 2 1001	9620- N00001303	1	9,000,000	18,000,000	0.28
		2	18,000,001	27,000,000	0.28
		3	27,000,001	36,000,000	0.28
		4	36,000,001	45,000,000	0.28
		5	45,000,001	54,000,000	0.28
		6	54,000,001	and up	0.28
Year 3 2001	9620- N00001303	1	18,000,000	36,000,000	0.29
		2	36,000,001	54,000,000	0.29
		3	54,000,001	72,000,000	0.29
		4	72,000,001	90,000,000	0.29
		5	90,000,001	108,000,000	0.29
		6	108,000,001	and up	0.28
Year 4 3001	9620- N00001303	1	27,000,000	54,000,000	0.30
		2	54,000,001	81,000,000	0.30
		3	81,000,001	108,000,000	0.30
		4	108,000,001	135,000,000	0.29
		5	135,000,001	162,000,000	0.29
		6	162,000,001	and up	0.29
Year 5 4001	9620- N00001303	1	31,000,000	62,000,000	0.31
		2	62,000,001	93,000,000	0.30
		3	93,000,001	124,000,000	0.30
		4	124,000,001	155,000,000	0.30
		5	155,000,001	186,000,000	0.30
		6	186,000,001	and up	0.30

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**CLIN X002 - THIRD-PARTY TESTING**

SUPPLY/SERVICE: H999 - V00007070

ITEM DESCRIPTION: Third-Party Testing of Acid Grade Fluorspar. The Contractor shall perform testing in accordance with sections 4, 5, and 6 of the SOW.

PRICING TERMS: Firm Fixed Price

PERIOD OF PERFORMANCE: 36 months after delivery order issuance

SW0844

Defense Logistics Agency - Strategic Materials Hawthorne Army Depot

Hawthorne Army Depot

1 South Main Ave.

Hawthorne, NV 89415-9404

USA

**CLIN X002 – Third-Party Testing Quantity
Range Pricing**

Contract Year	Material Code	Unit Price ** (Price per Lot)
Year 1 0002	H999-V00007070	\$400.00
Year 2 1002	H999-V00007070	\$405.00
Year 3 2002	H999-V00007070	\$410.00
Year 4 3002	H999-V00007070	\$415.00
Year 5 4002	H999-V00007070	\$420.00

**Unit Pricing above will remain valid for all delivery orders issued against this IDIQ contract.

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

Statement of Work
Acid Grade Fluorspar

1. BACKGROUND

The Department of Defense (DoD) utilized acid grade fluorspar (acidspar) extensively for use in semiconductor processing and metallurgical processing. This material is primarily used in the production of hydrofluoric acid. The Defense Logistics Agency (DLA) Strategic Materials received Congressional authority to procure fluorspar. Based on material research, the Government determined to procure acidspar for addition to the National Defense Stockpile (NDS).

2. SCOPE

DLA Strategic Materials received authority to procure acidspar in the fiscal year (FY) 2025 National Defense Authorization Act (NDAA). To reduce the risk of import reliance in the acidspar supply chain, DLA Strategic Materials intends to purchase acidspar with estimated values shown in Table 1 over a five-year ordering period.

Table 1: Estimated planned procurement quantities and schedule for acidspar

Execution Year	Quantity (lbs.)
Year 1	30,303,030
Year 2	58,823,529
Year 3	114,285,714
Year 4	166,666,667
Year 5	189,189,189
TOTAL	559,268,129*

* Disclaimer: Table 1 provides an estimate of quantities. The Government is not obligated to procure the total estimated quantity.

3. REFERENCE

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

The following are incorporated by reference:

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

4. TECHNICAL REQUIREMENTS**4.1. MATERIAL DESCRIPTION**

- 4.1.1.** The material shall be acid spar with calcium fluoride - CaF_2 - content greater than or equal to 97% by mass and shall be in compliance with the chemical requirements below in Table 1.

Table 1. Chemical specifications for acid grade fluorspar, percent by mass.

<i>Component</i>	<i>Limit</i>		<i>Unit</i>
CaF_2	min.	97.0	%
Silica	max.	1.0	%
Calcium Carbonate	max.	1.25	%
Arsenic	max.	0.001	%
NaCl	max.	0.05	%
Sulfide	max.	0.005	%
Organics	max.	0.1	%
R_2O_3	max.	0.5	%
P_2O_5	max.	0.03	%

- 4.1.2.** Testing, with proper significant limits, shall be performed, and the testing methods used shall be indicated for each impurity.
- 4.1.3.** Material shall be a powder with greater than 85 +% able to pass through a 100 mesh, and 30 + %-35% able to pass through a 325 mesh.
- 4.1.4.** The Contractor shall ensure the material from each production lot is segregated from the material from any other production lot. Co-mingling of multiple production lots into one larger lot will not be accepted. The Contractor shall assign a unique lot number to each production lot.
- 4.1.5.** 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 mass. Th+U, Th, and U percent by mass must be reported individually on the contractor's COA for each lot of material the contractor delivers to the government.

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**5. SAMPLING**

- 5.1** 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.
- 5.2** The Government reserves the right to waive witnessing of the sampling process on a case-by-case basis.
- 5.3** The Contractor shall 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 material production facilities must be within the Continental United States (CONUS) for all material the Contractor intends to supply the Government.
- 5.4** The Contractor shall provide the Government with written notice of the date(s) the Contractor intends to begin processing, sampling, and testing activities of lots of material it intends to provide to the Government, a minimum of 20 (twenty) business days prior to that date.
- 5.5** The Contractor shall provide the Government with a written summary (via email and in Adobe Acrobat PDF format) of its sampling plan and activities. The summary shall clearly describe the sampling process and cite any relevant sampling standards, as applicable.
- 5.1.1.** The Contractor shall submit this summary to the Government no later than thirty (30) business days prior to sampling of the material the Contractor intends to provide to the Government.
- 5.1.2.** The Contractor shall not make any changes to their Sampling Plan without the explicit written approval of the Quality Assurance Specialist (QAS). If the Contractor wishes to make changes to the approved Sampling Plan, the Contractor shall submit a complete and revised proposed Sampling Plan for approval to the QAS. The QAS will advise the Contractor whether the revised proposed Sampling Plan is acceptable within seven (7) calendar days of receipt of the revised Sampling Plan. All sampling will be in accordance with the approved Sampling Plan.
- 5.1.3.** If subsequent Contractor sampling plans and processes remain unchanged from previous sampling plans, the Contractor shall submit an email to the Government, stating that there have been no changes to its sampling plan and processes ten (10) business days prior to the date the Contractor begins its sampling activities.
- 5.6** The Contractor's Sampling Plan shall include, at a minimum, the following:
- a) Specify sample size and quantity
 - b) Provide a detailed description of the sampling process (i.e., individual sampling collection process, preparation of aggregate sample, sample splitting, additional sample preparation, estimated time for completing each lot's sampling process, etc.)
 - c) Cite the national or international sampling standards applied to the sampling processes and/or

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

description of industry-accepted sampling processes

d) Explain how each lot's sample set will be equivalent in size and properties and be representative of a lot of material in properties.

e) Confirm the Contractor will provide written notice of the date(s) the Contractor intends to begin sampling operations of material it intends to deliver to the Government, a minimum of thirty (30) business days prior to that date.

5.7 The Contractor shall collect samples for each lot of material it intends to provide to the Government. The Contractor's sampling process and procedures shall be consistent with the sampling process and procedures the Contractor typically uses for this material for other customers.

5.8 The Contractor shall 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, one set of samples for independent third-party laboratory analysis, and one sample for the reserve material of the independent third-party laboratory reserve. All four samples shall be of the same size and form and shall be representative in chemical properties of the lot of material. All four samples shall have a minimum sample size that satisfies the requirements of the independent third-party laboratory.

5.9 The Contractor shall ship the Government's sample for each lot with each lot of material it delivers to the Government.

5.10 The Contractor shall document and transfer chain of custody of the lot's analytical and reserve samples to the independent third-party laboratory.

6. TESTING

6.1 The Contractor shall employ an independent third-party analytical chemistry laboratory (lab) to chemically characterize each lot of acid grade fluorspar (acid spar) the Contractor intends to deliver to the Government. The lab shall analyze each lot in accordance with industry standards.

6.2 The contractor shall report this information to the government in a Certificate of Analysis (COA). The contractor shall deliver a COA for each representative sample from each lot for which chemical analyses were performed.

6.3 The third-party lab used to perform verification testing shall:

- a) Have CONUS -- based operations.
- b) Perform all analytical chemistry activities in this SOW within CONUS.
- c) Have an established reputation for experience and excellence in laboratory analytical services.
- d) Be certified in 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,

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

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 ("LOI"), moisture at 105°C.

- e) Have expert ability and experience in analytical chemistry techniques and methods, and method development in wet chemistry (i.e., sample preparation and digestion, titration, reagent preparation, glovebox work, etc.), and instrumental analysis.
- f) Have expert ability and experience in clean pulverization capabilities; laboratory sample preparation and digestion; titration; and reagent preparation.
- g) Have expert ability and experience in instrumental analysis, including Inductively Coupled Plasma Optical Emission Spectroscopy/Atomic Emission Spectroscopy (ICP-OES/AES), ICP-Mass Spectrometry (ICP-MS), and inert gas fusion and combustion analysis, especially using LECO™ or similar instruments.

6.4 The Contractor shall submit a testing plan with their proposal. The testing plan shall include, at a minimum:

- a) Name and address of third-party laboratory that the contractor intends to use
- b) A summary description of sample preparation techniques
- c) A summary description of methodology and instrumentation (as applicable) the lab will employ for each required data value in this SOW's 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)
- e) An acknowledgement of the safety portion of the SDS for the specific material being tested

6.5 The Contractor shall 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 and approved as part of the Contractor's proposal) without the explicit written approval of the QAS.

6.6 If the Contractor wishes to make changes to the approved Testing Plan, the Contractor shall submit a complete and revised proposed Testing Plan for approval to the QAS. The QAS will advise the Contractor whether the revised proposed Testing Plan is acceptable within seven (7) calendar days of receipt of the revised Testing Plan. All testing will be in accordance with the approved Testing Plan.

6.7 The contractor cannot make any changes to the independent third-party analytical chemistry laboratory's testing plan (i.e., the proposed analytical methodologies the independent laboratory will

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

employ that will be submitted as part of the contractor's proposal) without the explicit written approval of the QAS and/or government program manager.

7. CERTIFICATES OF ANALYSIS (COA)

- 7.1** The Contractor shall provide a COA with each production lot.
- 7.2** The contractor shall affix a cover letter with their letterhead to each COA the Contractor submits to the Government. The Contractor's letterhead shall include all information the Contractor is required to report and that information is not generated by a separate entity. For example, the third-party shall generate an analytical report on a lot of material; the contractor shall not alter that report in any manner but will affix a cover letter to that analytical report from the third-party lab.
- 7.3** The COA is a legal document, which ensures that the materials delivered by the contractor meet the specifications 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 shall carefully sample and test the material to ensure the reliability of each submitted COA.
- 7.4** The COAs shall be provided by email in the Adobe Acrobat PDF (portable document format) format to the Government for review and acceptance prior to shipping any lot(s) to the point of delivery. The email address for submitting the COAs will be designated in the Contract.
- 7.5** The COA shall have a statement certifying that the material meets and or exceeds required material specifications.
- 7.6** The Government POC will review every COA submitted to determine acceptability and compliance with the requirements in this SOW within ten (10) business days after receipt of the COA.
- 7.7** Each COA shall 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. The Contractor shall 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
 - f) Specifications/requirements
 - g) Name of the company or name of the laboratory performing the testing
 - h) Date(s) each analysis is performed, and
 - i) Printed name and signature of analyst.
- 7.8** The COA and all other documents submitted to the Government shall be in English.

8. ENVIRONMENTAL, SAFETY, OCCUPATIONAL HEALTH REQUIREMENTS, AND

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**TRANSPORTATION****8.1 Transporting, Handling, and Management**

- 8.1.1** The Contractor shall ensure compliance with all federal, state, and local regulations (international laws, as applicable) for the use, transport, emergency response, and disposal of the acquired material.
- 8.1.2** The Contractor shall 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 condition safe to transport the material. (49 CFR 173)
- 8.1.3** The Contractor shall 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)
- 8.1.4** The Contractor shall communicate the hazards of the material by providing the Safety Data Sheet (SDS) in accordance with The United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS). (29 CFR 1910)
- 8.1.5** The Contractor shall ensure compliance with the Environmental Protection Agency (EPA) regulations for the characterizing waste to determine appropriate disposal of material and any associated packing and shipping material. (40 CFR 260)
- 8.1.6** The Contractor shall ensure compliance with Strategic Materials' Environmental, Safety, and Occupational Health (ESOH) Depot Orientation Guide and ESOH Policy Statement available on Strategic Materials website: <https://www.dla.mil/Strategic-Materials/> .

9. PACKAGING

Packaging of the acidspar shall be in accordance with the below requirements.

9.1 PACKAGING REQUIREMENTS

- 9.1.1** All materials shall be put into water-proof supersacks capable of a minimum of twenty (20) year shelf life. Each supersack shall have a base of 48 inches wide (side to side) and 48 inches deep (front to back). Each supersack shall hold approximately one (1) metric ton of material, with reasonable variability allowed per agreement by the government and the contractor.
- 9.1.2** The contractor shall utilize a State of Utah Weights and Measurements certified scale to measure and report the weight of each supersack at the Contractor's expense. The Government reserves the right to witness the weighing process.

9.2 PALLETIZING REQUIREMENTS

- 9.2.1** All container/items shall be placed onto new undamaged pallets meeting the specifications listed

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

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 will not be accepted.

9.2.2 Pallet Design

- a) All pallets shall be 48 inches deep (front to back) and 48 inches wide (side to side) in size.
- b) All pallets shall contain four (4) full length, solid stringers. One stringer shall be located at each edge (side) and two stringers shall be located in the interior of all pallets. Interior stringers shall be spaced 18 1/2 inches (on center) from the outside of each edge (side). Stringers shall be 1 5/8 inches in width and 3 1/2 inches in height. Segmented, composite and/or block stringers will not be acceptable.
- c) All pallets shall have flush sides (e.g. no wings).
- d) All pallets shall contain “top decking” and “bottom decking” boards. All decking boards shall be six (6) inches in width with no more than one (1) inch between boards. All decking boards shall be 3/4 inches in thickness and be solid.
- e) All pallets shall be of a “two-way entry” configuration.
- f) Pallets may be reversible in design.
- g) All pallets shall have a minimum rated load capacity of 750 pounds per square foot.

9.2.3 Pallet Construction

- a) All pallets shall satisfy the requirements listed in ASTM D6199-18a.
- b) All pallets shall 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 shall be acceptable for pallet construction. The only acceptable 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 interchangeability.
- c) All pallets shall satisfy the requirements listed in ISPM-15 (International Standards for Phytosanitary Measures Number 15) (e.g. heat treated etc.).
- d) Only driven nails that are “helically” threaded, “Annularly” threaded or “fluted” will be acceptable for use in pallet construction. The fastener length shall be sufficient to provide a minimum penetration of 1 1/4 inches into the stringer.

9.3 A copy of the Safety Data Sheet (SDS) for the contained material shall be accessible and external to

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

the packed material with each delivery. All packages shall meet all requirements presented in Section 6 to ensure compliance with Federal, state, and local regulations for the transporting, handling, and management of material.

10. LABELING

- 10.1** Each individual supersack shall be permanently marked on opposite sides with a unique serial number that is traceable to that individual package. The use of paint/ink to mark/label containers is acceptable.
- 10.2** The unique serial number permanently marked on each individual container shall correlate to an individual COA.
- 10.3** The font size of markings permanently marked on each container shall be sufficient in size to be legible to the unaided eye.
- 10.4** All markings shall be permanent in nature to the extent that they remain completely legible to the unaided eye for a minimum of twenty years.
- 10.5** All markings shall be in English.
- 10.6** The information in items (a) through (k) below shall be included with the container. The marking shall not include a security classification or anything indicating DLA Strategic Materials ownership other than the contract number.
- a) Commodity Name
 - b) Commodity Grade, Type or Form
 - c) Merge Number
 - 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) Container Serial Number. (The serial number is the individual container number in relation to the total number of containers in the lot; e.g. container 25 of 100 containers in the lot.)

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

k) Government Contract Number

10.7 All packages shall meet all requirements presented in Section 8 to ensure compliance with Federal, state, and local regulations for the transporting, handling, and management of material.

11. TRANSPORTATION

The Contractor shall be responsible for transport, as well as for Carrier and Insurance Paid to (CIP) of the material to the point of delivery as dictated in Section 12.

12. DELIVERY

12.1 The Contractor shall deliver materials to the delivery point:

Defense Logistics Agency

Hawthorne Army Depot

1 South Main Ave.

Hawthorne, NV 89415-9404

Telephone: (775) 945-7001

12.2 Shipping hours are 0800 to 1430 Pacific Standard Time (PST) Monday through Thursday. (Exceptions of Federal, State and local holidays and days of closure due to inclement weather and/or other emergencies.) Accessibility for truck/rail scale is available (truck scale weight capacity is 90,000 lbs. and the rail scale capacity is 500,000 lbs.).

12.3 The Contractor shall be free to schedule each delivery with the QAS only after the COA is accepted.

12.4 The Contractor shall schedule in writing with the QAS all deliveries a minimum of twenty-one (21) calendar days in advance of their delivery prior to shipping. The QAS will provide written acceptance of the proposed delivery schedule within fourteen (14) calendar days.

12.5 Delivery Orders issued against this IDIQ contract shall have a delivery period not to exceed 36 months.

12.6 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 contacting using the CAS or by calling (775) 945-7950 or (775) 945-7949.

12.7 Hawthorne Army Depot will review passports, naturalization papers and citizenship for admittance and reserves the right to reject non-compliant transportation.

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

12.8 Any deliveries must be pre-approved prior to arriving in Hawthorne.

13. INSPECTION AND ACCEPTANCE

13.1 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.

13.2 The Government reserves the right to sample and test each lot of material received to verify the material meets the material specifications set forth in the SOW.

13.3 The QAS will provide written notification of the acceptance/rejection of each delivered lot of material to the Contractor within twenty (20) calendar days of delivery. The Contractor shall not submit an invoice until the QAS has issued a written notification of acceptance of each lot of material delivered.

13.4 If any delivered lot of material or other deliverable does not conform to the requirements stated in the SOW the Government reserves the right to reject the non-conforming material.

13.5 Material rejected based on non-compliance is to be replaced at no cost to the Government. The Contractor shall be responsible for removal and replacement of rejected lots of material, including all attendant costs, within ninety (90) calendar days of the final delivery. The Government reserves the right to ask for compensation for lost time.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**ACRONYMS:**

CAS Carrier Appointment System
CBP Customs and Border Protection
CFR Code of Federal Regulations
CIP Carrier and Insurance Paid to
COA Certificate of Analysis
CONUS Continental United States
DLA Defense Logistics Agency
DoD Department of Defense
DOT Department of Transportation
EPA Environmental Protection Agency
ESOH Environmental, Safety, and Occupational Health
FY Fiscal Year
GHS United Nations Globally Harmonized System of Classification and Labeling of Chemicals
ISPM International Standards for Phytosanitary Measures
Lbs Pounds
NDAA National Defense Authorization Act
NDS National Defense Stockpile
NSS National Security Space
OSHA Occupational Safety and Health Administration
POC Point of Contact
QAS Quality Assurance Specialist
SDS Safety Data Sheet
SOW Statement of Work

SECTION I - CONTRACT CLAUSES**CONTRACT CLAUSES**

The following clauses are hereby incorporated by reference:

52.203-3 GRATUITIES (APR 1984) FAR

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR

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52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR		
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) FAR		
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) FAR		
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR		
52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) FAR		
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023) FAR		
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR		
52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR		
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020) FAR		
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) FAR		
52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) FAR		
52.232-17 INTEREST (MAY 2014) FAR		
52.232-25 PROMPT PAYMENT (JAN 2017) FAR		
52.232-39 UNENFORCABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR		
52.242-13 BANKRUPTCY (JUN 1995) FAR		
52.242-15 STOP WORK ORDER (AUG 1989) FAR		
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR		
52.246-2 INSPECTION OF SUPPLIES-FIXED-PRICE (AUG 1996) (FAR)		
52.247-34 F.O.B. DESTINATION (JAN 1991) FAR		
52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR		
52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR		
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR		
252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS		
252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS		
252.203-7002 REQUIREMENTS TO INFORM EMPLOYEES OF WHISTELBLOWER RIGHTS (DEC 2022) DFARS		
252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS		
252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS		
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS		
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252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS

252.204-7008 COMPLIANCE WITH SAFEGAURDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) DFARS

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) 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-REPRESENTATION (MAY 2021) DFARS

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023) DFARS

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALITY METALS (MAR 2013) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

252.225-7021 TRADE AGREEMENTS (FEB 2024)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013) DFARS

252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023) DFARS

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) DFARS

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS

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252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

252.243-7001 PRICING OF CONTRACT MODIFICATION (DEC 1991) DFARS

252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2002) DFARS

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS.

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA --BASIC (OCT 2024) DFARS

DLAD Procurement Note C02, MANUFACTURING PHASE OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)

DLAD Procurement Note C03, CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)

DLAD Procurement Note C14, REPACKAGING OR RELABELING TO CORRECT DEFICIENCIES (MAY 2020)

DLAD Procurement Note E05, PRODUCT VERIFICATION TESTING (MAY 2020)

DLAD Procurement Note G01, ADDITIONAL WIDE AREA WORKFLOW (WAWF) INFORMATION (AUG 2017)

DLAD Procurement Note L08, USE OF SUPPLIER PERFORMANCE RISK SYSTEM (SPRS) IN PAST PERFORMANCE EVALUATIONS (JUN 2024)

The following clauses are hereby incorporated in full text:

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) FAR

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on

Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required

elsewhere in this contract.

(x) *Electronic funds transfer (EFT) banking information.*

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

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

overpayment);

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)**(6) Interest.**

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work 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 a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS --COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) FAR

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of

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Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR [3.900\(a\)](#).

___ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (6) [Reserved].

___ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders --Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115 -390](#), title II).

☒ (11)

(i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) ([Pub. L. 115 -390](#), title II).

___ (ii) Alternate I (Dec 2023) of [52.204 -30](#).

___ (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

☒ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

___ (14) [Reserved].

___ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

___ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (17) [Reserved]

___ (18)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-6](#).

___ (19)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-7](#).

___ (20) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (21)

(i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (Jun 2020) of [52.219-9](#).

___ (v) Alternate IV (Sep 2023) of [52.219-9](#).

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- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- ___ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- ___ (24) [52.219-16](#), Liquidated Damages --Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (25) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).
- X (26) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep2023) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- X (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Nov 2023) .
- X (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (34) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- X (ii) Alternate I (Feb 1999) of [52.222-26](#).
- X (35) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- X (36) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- X (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- X (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (39) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- X (40) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ___ (41) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- X (44) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (45) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun2014) of [52.223-14](#).
- X (46) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- ___ (47)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- X (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- X (49) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- X (50) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- ___ (51) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- X (52)(i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).
- ___ (ii) Alternate I (Oct 2022) of [52.225-1](#).
- ___ (53) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (Dec 2022) of [52.225-3](#).
- ___ (iv) Alternate III (NOV 2023) of [52.225-3](#).
- ___ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- X (54) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- (55) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (56) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- (59) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- (60) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- X (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (64) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- X (65) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (66) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (67) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).
- (ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).
- (iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)
 - (A) [52.204 -30](#), Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) ([Pub. L. 115 -390](#), title II).
 - (B) Alternate I (Dec 2023) of [52.204 -30](#).
- (viii) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (x) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).
- (xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xvi)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).
- (xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xix) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)
 - (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

(ii) For fixed price line items --

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

_____ Combo 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.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP8000
Admin DoDAAC	SP8000
Inspect By DoDAAC	SP8000
Ship To Code	SW0844
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

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

(g)*WAWF point of contact.*

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

_____Daniel Rosen, daniel.rosen@dla.mil_____

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) FAR

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): <https://www.acquisition.gov/far/part-52>

(End of clause)

52.216-18 Ordering

As prescribed in [16.506](#)(a), insert the following clause:

Ordering (Aug 2020)

(a)Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ___*DATE OF AWARD*___ through ___*FINAL CONTRACT EXPIRATION*___ [insert dates].

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

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

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

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

(3)If sent electronically, the Government either --

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

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

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

(End of clause)

52.216-19 Order Limitations.

As prescribed in [16.506](#)(b), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a)*Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500,000.00, 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 \$250,000,000.00;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(2)Any order for a combination of items in excess of \$250,000,000.00; 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 seven 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.

As prescribed in [16.506](#)(e), insert the following clause:

Indefinite Quantity (Oct 1995)

- (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 36 month after delivery order issuance.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name
ATTACH_Ktr_Signature	SP800026D0002_ARES signature.pdf