

1. INDEFINITE DELIVERY/INDEFINITE QUANTITY ("IDIQ") (Clause B-14.1) (March 2024)

GENERAL INFORMATION

This is an indefinite delivery/indefinite quantity ("IDIQ") contract for firm fixed price task or delivery orders ("TO/DO"), herein referred to generally as purchase orders "(POs)" or Orders. The purpose of this Contract is to provide a method for fulfilling anticipated repetitive needs for .

Supplies and/or services to be furnished under the Contract shall be ordered by issuance of task orders or delivery orders by the individuals designated in the Contract. FM&T is only obligated to the extent authorized purchases are made under the Contract. Such Orders may be issued from Contract award date through Contract expiration date. Performance of the Orders may extend past the Contract expiration date.

Pricing negotiated under this Contract shall remain fixed for the duration of this Contract. Any price increases shall be agreed upon between the Buyer and Seller prior to implementation and incorporated in the master contract pricing schedule. In the event a price increase agreement is not reached, both parties agree to enter into full faith negotiations until an agreement is reached. Any requested pricing changes are subject to the process and requirements set forth in the "Changes" clause of the terms and conditions referenced in section G of this Contract.

TERM AND ORDERING PERIOD

The base term of this Contract is _____ year(s). Option years may be executed up to a maximum of years. *[Buyer note (please delete): Term should not exceed 10 years (including options) for supplies or services; or 5 years (including options) for services subject to SCLS.]*

The Contract start date is effective _____. All subsequent option years will be exercised on the anniversary of that date through a formal Contract modification.

CONTRACT MINIMUM/MAXIMUM

Minimum Guarantee: The minimum guarantee under this Contract is \$ _____ U.S. Dollars.

Contract Maximum: The total value of all Orders placed against this Contract will not exceed \$ _____ U.S. Dollars.

The total amount reflected above is an "Estimated Amount" based on the Seller's fixed unit prices or other rates and the Buyer's estimated quantities. These estimates are not a representation that the quantities will actually be required or ordered, or that the conditions affecting Buyer's estimated requirements will be consistent or normal. Further, the Buyer is only limited to the obligation of the minimum guarantee.

ORDER MINIMUM

Minimum Order Requirement: There is no minimum order requirement under this Contract. The Seller shall be obligated to honor all Orders released against this Contract subject only to the Contract Maximum. The minimum guarantee will be paid to Seller regardless of whether any Orders are issued against the Contract.

Minimum Order Quantity: Orders placed against the Contract, if any, are subject to the Minimum Order Quantity for each item as set forth by the Seller. If the Minimum Order Quantity is not established or set forth by the Seller, then there is no Minimum Order Quantity for that item.

ORDER OF PRECEDENCE

The terms and conditions referenced in section G of this Contract shall apply to this Contract and all subsequent TOs and DOs.

Unless otherwise specified, for any inconsistency between the Contract, an Order, these terms and conditions, or the specifications and drawings, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Change Orders
- (b) The Order document, including the applicable terms and conditions of purchase

- (c) The Contract
- (d) Statement of Work/Specifications
- (e) Drawings
- (f) Other Documents

DPAS

Orders released against this Contract may be identified as DX, DO, and/or Unrated. If identified as DX or DO, these rated orders are certified for national defense use and Seller is required to follow all provisions of the Defense Priorities and Allocations System regulations (15 CFR part 700).