

1. INDEFINITE DELIVERY/INDEFINITE QUANTITY ("IDIQ") (Clause B-14.1) (March 2025)

GENERAL INFORMATION

This is an indefinite delivery/indefinite quantity contract ("IDIQ") for Firm Fixed Price task or delivery orders herein referred to generally as Orders ("Orders"). The purpose of this IDIQ is to provide a method for fulfilling anticipated repetitive needs for .

Supplies and/or services to be furnished under the IDIQ shall be ordered by issuance of task orders and/or delivery orders by the Buyer or Buyer's designee in the IDIQ. Buyer is only obligated to the extent authorized purchases are made under the IDIQ. Such Orders may be issued from IDIQ award date through IDIQ expiration date. Performance of the Orders may extend past the IDIQ ordering period.

Pricing negotiated under this IDIQ shall remain fixed for the duration of this IDIQ. 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 Buyer terms and conditions referenced in Section G of this IDIQ.

TERM AND ORDERING PERIOD

The base term of this IDIQ is _____ year(s) from the effective date of the IDIQ. 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 IDIQ effective date is. All subsequent option years will be exercised on the anniversary of that date through a formal IDIQ modification.

IDIQ MINIMUM/MAXIMUM

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

IDIQ Maximum: The total value of all Orders placed against this IDIQ 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 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 IDIQ. The Seller shall be obligated to honor all Orders released against this IDIQ subject only to the IDIQ maximum. The minimum guarantee will be paid to Seller regardless of whether any Orders are issued against the IDIQ.

Minimum Order Quantity: Orders placed against the IDIQ, 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 IDIQ shall apply to this IDIQ and all subsequent task and/or delivery orders.

Unless otherwise specified, for any inconsistency between the IDIQ, an Order, applicable 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 IDIQ
- (d) Specifications/Drawings
- (e) Other documents

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Orders released against this IDIQ 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).