SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

			1. REQUISITION NUMBER	PAGE 1 OF 60
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 15F06726R0000307	6. SOLICITATION ISSUE DATE 07/17/2026
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Contracting Officer Melissa Golicz, mgolicz@fbi.gov		b. TELEPHONE NUMBER (*No collect calls*)	8. OFFER DUE DATE / LOCAL TIME 08/17/2026 15:00 ET

9. ISSUED BY CODE 1200
FACILITIES CONTRACTS UNIT - HQ
935 Pennsylvania Ave., NW
ROOM 6329
Washington, DC 20535

10. THE ACQUISITION IS
- [X] UNRESTRICTED OR
- [ ] SET ASIDE: % FOR
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 334111
SIZE STANDARD:

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Firm Fixed Price Enterprise Artificial Intelligence (AI) Compute Servers PSC: 7B20 See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)	4	EA	$_____	$_____

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Government Use Only*)

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [ ] ARE [X] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*Type or print*)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (*Type or print*)	31c. DATE SIGNED
		Melissa Golicz	

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Furnish commercially available high-performance AI compute servers, including GPU servers and associated server hardware, configured in accordance with individual delivery order requirements in accordance with the Equipment Requirements Specifications (ERS). Quantities shown in the contract schedule and Attachment 2 are estimates only and do not guarantee that the Government will order any quantity beyond the minimum guarantee. **Line Period of Performance:** 09/01/2026 - 08/31/2027			$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Rack-Scale AI Systems Furnish commercially available rack-scale AI computing systems, including integrated AI racks, liquid-cooled systems, networking components, and associated hardware configured in accordance with individual delivery order requirements in accordance with the Equipment Requirements Specifications (ERS). Quantities shown in the contract schedule and Attachment 2 are estimates only and do not guarantee that the Government will order any quantity beyond the minimum guarantee. PSC: 7B20 **Line Period of Performance:** 09/01/2026 - 08/31/2027	2	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Pod Scale Server Furnish commercially available Pod Scale Servers, including all hardware, software, and components necessary to provide a complete operational solution in accordance with individual delivery order requirements in accordance with the Equipment Requirements Specifications (ERS). Quantities shown in the contract schedule and Attachment 2 are estimates only and do not guarantee that the Government will order any quantity beyond the minimum guarantee. PSC: 7B20 **Line Period of Performance:** 09/01/2026 - 08/31/2027	1	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	AI Inference Server and Expansion Hardware Furnish commercially available AI accelerator hardware, including inference servers, GPU expansion hardware, networking devices, DPUs, adapters, and related computing components required to support AI workloads in accordance with the Equipment Requirements Specifications (ERS). Quantities shown in the contract schedule and Attachment 2 are estimates only and do not guarantee that the Government will order any quantity beyond the minimum guarantee. PSC: 7B20 **Line Period of Performance:** 09/01/2026 - 08/31/2027	10	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Networking – BlueField DPU/High-Speed Network Interface Card	1	EA	$_____	$_____

	Furnish commercially available NVIDIA BlueField Data Processing Units (DPUs), high-speed Network Interface Cards (NICs), or equivalent networking devices meeting the requirements of the applicable delivery order. Products may include associated adapters, transceivers, optics, cables, firmware entitlements, mounting hardware, and other components required for compatibility with the Government's AI computing infrastructure in accordance with the Equipment Requirements Specifications (ERS). Quantities shown in the contract schedule and Attachment 2 are estimates only and do not guarantee that the Government will order any quantity beyond the minimum guarantee. PSC: 7B20 **Line Period of Performance:** 09/01/2026 - 08/31/2027				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Software Licenses Furnish commercially available perpetual or subscription software licenses associated with AI hardware solutions, including OEM software, management software, firmware entitlements, and other software required for operation of the delivered systems in accordance with the Equipment Requirements Specifications (ERS). Quantities shown in the contract schedule and Attachment 2 are estimates only and do not guarantee that the Government will order any quantity beyond the minimum guarantee. PSC: 7B20 **Line Period of Performance:** 09/01/2026 - 08/31/2027	1	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OEM Warranty and Support Furnish commercially available OEM warranty and technical-support coverage associated with hardware acquired under this contract. Each hardware product shall receive a total coverage period of at least three years. This CLIN shall be used to price only the additional OEM coverage required to satisfy the three-year minimum when that coverage is not included in the applicable hardware unit price, or enhanced or extended coverage beyond the three-year minimum when specified in a delivery order. PSC: 7B20 **Line Period of Performance:** 09/01/2026 - 08/31/2027	1	EA	$_____	$_____

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Supplies or Services

The Contractor shall furnish all labor, materials, equipment, transportation, software licenses, warranties, and incidental items necessary to provide commercially available Enterprise Artificial Intelligence (AI) Hardware Infrastructure in accordance with Section C, Description/Specifications/Statement of Objectives (SOO), the Equipment Requirements Specification (ERS), and the terms and conditions of this contract.
The Government intends to award one (1) or more Indefinite Delivery/Indefinite Quantity (IDIQ) contracts as

a result of this solicitation. The number of awards will be determined by the Contracting Officer based upon the results of the source selection, the quality of proposals received, the benefits of maintaining competition at the delivery order level, and the best interests of the Government. The Government reserves the right to make a single award or multiple awards.

B.2 Contract Minimum

The minimum guarantee for each IDIQ contract awarded under this solicitation is $2,000. The Government's minimum obligation to each Contractor will be satisfied upon issuance of one or more delivery orders totaling at least $2,000 under that Contractor's IDIQ contract.

The minimum guarantee applies to each IDIQ contract awarded and is not shared among multiple awardees.

B.3 Contract Maximum

The maximum aggregate value of all delivery orders issued under all IDIQ contracts awarded pursuant to this solicitation shall not exceed $88,000,000.

This ceiling applies collectively to all contracts awarded under this solicitation and does not represent a guarantee to any Contractor beyond the minimum guarantee stated above.

B.4 Pricing

The Contractor shall provide firm-fixed unit prices for the products accepted under its IDIQ contract.

The unit price for hardware shall include all components required by the applicable ERS category, commercial packaging, transportation, delivery F.O.B. Destination, and the OEM's standard commercial warranty.

Each proposed hardware product shall include a minimum of three years of OEM warranty and technical-support coverage. If the OEM's standard commercial warranty provides less than three years of coverage, the Offeror shall separately identify and price the additional OEM coverage required to provide the Government with a total coverage period of at least three years. If the standard commercial warranty provides at least three years of coverage, its full cost shall be included in the hardware unit price.

Enhanced or extended warranty and support coverage beyond the required three-year period shall be separately identified and priced when offered or required.

Products and prices not included at initial contract award may be added to the contract only by written contract modification. Before adding a product, the Contracting Officer will determine that the product is within scope, satisfies the applicable ERS requirements, and is offered at a fair and reasonable price.

B.5 Estimated Quantities

The quantities identified in this solicitation and Attachment 2 are estimates only. The Government does not guarantee that any estimated quantity will be ordered. Actual quantities will depend upon mission requirements, funding availability, and future operational needs.

SECTION C DESCRIPTION / SPECIFICATIONS / STATEMENT OF OBJECTIVES

C.1 Scope

The Contractor shall furnish commercially available Enterprise Artificial Intelligence (AI) Hardware Infrastructure, associated software licenses, Original Equipment Manufacturer (OEM) warranties, OEM technical support, and ancillary components necessary to satisfy the Government's requirements.

The resulting contract is intended to provide a flexible acquisition vehicle for high-performance AI computing infrastructure supporting FBI enterprise artificial intelligence initiatives.

C.2 Description

The supplies acquired under this contract may include, but are not limited to:

- High-performance GPU servers
- Rack-scale AI computing systems
- Pod Scale Servers
- AI inference servers
- OEM software licenses
- OEM warranty and technical support
- Networking equipment
- Storage devices
- Memory
- Power and cooling components
- Rack accessories
- Other ancillary hardware necessary to provide complete operational AI computing solutions

C.3 Statement of Objectives

The Government's objectives are to acquire commercially available AI computing infrastructure capable of supporting:

- Artificial Intelligence (AI)
- Machine Learning (ML)
- Large Language Model (LLM) training
- Large Language Model inference
- Computer Vision
- Advanced analytics
- Enterprise AI workloads

The Contractor shall furnish commercially available products meeting the Government's technical requirements identified in the Equipment Requirements Specification (ERS).

C.4 Equipment Requirements Specification (ERS)

The detailed technical requirements for hardware, software, licensing, warranties, delivery, performance, compatibility, and associated products are contained in:

Attachment 1 – Equipment Requirements Specification (ERS)

The ERS is incorporated herein by reference.

C.5 Product Requirements

Unless otherwise approved by the Contracting Officer, all products furnished under this contract shall be:

- New
- Current production
- Commercially available
- Free from defects
- Genuine OEM products

- Supported by the OEM
- Eligible for OEM warranty coverage

Used, refurbished, remanufactured, gray market, counterfeit, or previously owned products are not acceptable.

C.6 Equivalent Products

Where the ERS identifies a specific manufacturer, model, or technology, equivalent or successor commercially available products may be proposed provided the Contractor demonstrates that the proposed product meets or exceeds the Government's minimum technical requirements.

The Contracting Officer shall determine acceptability.

C.7 Delivery Orders

Specific requirements shall be established through individual Delivery Orders. Each Delivery Order may identify:

- Products
- Manufacturer
- Model
- Quantity
- Delivery location
- Delivery schedule
- Warranty period
- Software licenses
- Configuration requirements
- Any additional ordering instructions

SECTION D PACKAGING AND MARKING

D.1 Commercial Packaging

Unless otherwise specified in an individual Delivery Order, all products shall be packaged in accordance with normal commercial practices to ensure safe shipment, handling, storage, and protection from environmental conditions during transportation.

D.2 Marking

Each shipment shall be clearly marked with:

- Contract Number
- Delivery Order Number
- CLIN
- Manufacturer
- Model Number
- Quantity
- Package Number (if multiple packages)
- Shipping Destination

D.3 Packing List

Each shipment shall include a packing list identifying:

- Contract Number
- Delivery Order Number
- CLIN(s)
- Manufacturer
- Model Number
- Serial Number(s), when applicable
- Quantity shipped

D.4 Preservation

Products shall be preserved and packaged to prevent damage during transportation and storage. Electrostatic discharge (ESD) sensitive equipment shall be packaged using appropriate protective materials.

D.5 Shipment Condition

All products shall be shipped in original OEM packaging unless otherwise approved by the Contracting Officer.

D.6 Partial Shipments

Partial shipments are not authorized unless specifically approved in writing by the Contracting Officer.

D.7 Shipping Documentation

The Contractor shall provide shipment tracking information to the Contracting Officer or designated Government representative within one (1) business day after shipment.

D.8 Damage in Transit

The Contractor shall be responsible for replacing any products damaged or lost prior to Government acceptance at no additional cost to the Government.

D.9 FOB Point

Unless otherwise specified in an individual Delivery Order, all deliveries shall be **FOB Destination**.

SECTION E INSPECTION AND ACCEPTANCE

E.1 Inspection

The Government reserves the right to inspect all supplies furnished under this contract to determine compliance with the requirements of the contract and the applicable Delivery Order.

Inspection may include, but is not limited to:

- Verification of manufacturer and model numbers;
- Verification of quantities;
- Verification of software licenses;
- Verification of warranty documentation;

- Visual inspection for shipping damage;
- Verification that delivered products conform to the applicable Delivery Order and the Equipment Requirements Specification (ERS).

Inspection by the Government shall not relieve the Contractor of responsibility for furnishing supplies that fully comply with the contract requirements.

E.2 Acceptance

Acceptance shall occur at destination after the Government determines that the delivered supplies conform to the requirements of the contract and the applicable Delivery Order.

Acceptance shall be evidenced by the signature of an authorized Government representative on receiving documentation or other written acceptance documentation.

Acceptance of supplies does not waive the Government's rights under applicable warranties or other provisions of this contract.

E.3 Nonconforming Supplies

Supplies determined to be defective, damaged, incomplete, counterfeit, unauthorized, or otherwise nonconforming shall be replaced or corrected by the Contractor at no additional cost to the Government.

The Contractor shall remove and replace rejected supplies within the time specified by the Contracting Officer.

E.4 Warranty Claims

Acceptance of supplies shall not limit the Government's rights to pursue remedies under any applicable OEM warranty, Contractor warranty, or other contract provision.

E.5 Place of Inspection and Acceptance

Unless otherwise specified in an individual Delivery Order, inspection and acceptance shall occur at the Government delivery destination identified in the applicable Delivery Order.

SECTION F DELIVERIES OR PERFORMANCE

F.1 Ordering Period

Delivery orders may be issued from September 1, 2026 through August 31, 2027. Each delivery order will establish its own delivery schedule based on the products ordered and the Government's requirements. Delivery under an order may occur after expiration of the IDIQ ordering period, but the Contractor shall not be required to make any delivery after August 31, 2028.

Expiration of the ordering period or completion of delivery does not shorten or teminate any applicable OEM warranty, software entitlement, maintenance entitlement, or support period.

F.2 Delivery Orders

Delivery Orders issued under this contract shall specify, as applicable:

- CLIN(s)
- Manufacturer
- Model Number
- Product Description
- Quantity
- Delivery Location
- Required Delivery Date
- Warranty Requirements
- Software Licensing Requirements
- Configuration Requirements
- Any special shipping or handling instructions

F.3 Delivery Schedule

Delivery shall be in accordance with the delivery schedule established in each individual Delivery Order.

Offerors shall identify estimated commercial lead times for proposed products in Attachment 2. Required delivery dates will be established in individual delivery orders.

F.4 FOB Destination

Delivery shall be **FOB Destination**.

The Contractor shall be responsible for all costs associated with packaging, handling, transportation, insurance, and delivery to the Government-designated destination.

Title to supplies shall pass to the Government upon acceptance at destination.

F.5 Delivery Locations

Delivery locations will be identified within each individual Delivery Order.

The Government anticipates delivery primarily to FBI facilities located within the continental United States; however, delivery locations may vary based upon mission requirements.

F.6 Delivery Notifications

The Contractor shall notify the Contracting Officer and the designated Government receiving activity no fewer than two (2) business days prior to shipment.

Shipment notifications shall include:

- Contract Number;
- Delivery Order Number;
- Carrier;
- Tracking Number;
- Estimated Delivery Date; and
- Description of items shipped.

F.7 Delays

If the Contractor becomes aware of any circumstance that may delay delivery, the Contractor shall immediately notify the Contracting Officer in writing.

The notification shall include:

- Cause of the delay;
- Estimated duration of the delay;
- Affected products;
- Proposed corrective actions; and
- Revised estimated delivery date.

Notification does not relieve the Contractor of responsibility for timely performance.

F.8 Risk of Loss

The Contractor shall bear all risk of loss or damage to supplies until Government acceptance at destination.

F.9 Place of Performance

The Contractor shall perform all work necessary to acquire, configure (when required by the Delivery Order), package, and deliver the required supplies.
Unless otherwise specified in an individual Delivery Order, all manufacturing, assembly, integration, and testing activities shall be performed at the Contractor's or OEM's facilities.

F.10 Delivery Order Acknowledgment

The Contractor shall acknowledge receipt of each Delivery Order in writing within two (2) business days after issuance. The acknowledgment shall confirm receipt of the order, identify any issues affecting performance, and provide an updated estimated delivery schedule if different from the schedule proposed in the Contractor's quotation.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

The Contracting Officer (CO) is the only individual authorized to enter into, administer, modify, or terminate this contract. No other Government employee is authorized to direct changes to the contract that would affect price, quantity, delivery, or any other contract term or condition.

G.2 Contracting Officer's Representative (COR)

A Contracting Officer's Representative (COR) may be appointed after contract award. The COR is authorized to:

- Monitor contract performance;
- Coordinate technical matters;
- Verify delivery and acceptance of supplies;
- Review invoices for accuracy; and
- Perform other duties specifically delegated by the Contracting Officer.

The COR is **not authorized** to:

- Modify contract terms or conditions;
- Change quantities;
- Direct additional work;
- Change delivery schedules;
- Authorize substitutions;
- Increase contract value.

G.3 Invoicing

Invoices shall be submitted only after delivery and Government acceptance of supplies unless otherwise specified within an individual Delivery Order.

Each invoice shall include, at a minimum:

- Contract Number
- Delivery Order Number
- Invoice Number
- Invoice Date
- CLIN(s)
- Quantity Delivered
- Unit Price
- Extended Price
- Total Invoice Amount

Invoices that do not contain the required information may be rejected and returned for correction.

For this supply contract, invoices shall be submitted after delivery and Government acceptance of the applicable supplies, unless otherwise authorized by the delivery order. The invoicing-frequency language contained in FBI-0023 does not require the Contractor to submit an invoice during a period in which no delivery has been accepted and no payment is due.

G.4 Payment

Payment shall be made in accordance with FAR 52.212-4 and the Prompt Payment Act. Payment shall be based upon:

- Delivery of supplies;
- Government acceptance; and
- Receipt of a proper invoice.

G.5 Electronic Invoicing

The Contractor shall submit invoices electronically through the Invoice Processing Platform (IPP) or other Government-designated invoicing system identified at contract award.

G.6 Warranty Registration

The Contractor shall complete all required OEM warranty registrations prior to submitting an invoice. Warranty documentation shall be provided to the Government with the applicable shipment.

G.7 Government Property

No Government property will be furnished under this contract unless specifically identified within an individual Delivery Order.

G.8 Contractor Points of Contact

Within five (5) business days after contract award, the Contractor shall provide the Contracting Officer with current points of contact for:

- Contract Administration
- Program Management
- Order Management
- Warranty Support
- Technical Support
- Emergency After-Hours Support (if applicable)

The Contractor shall notify the Contracting Officer within five (5) business days of any changes.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 Contract Type

This is a Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) contract.

H.2 Ordering Procedures

Delivery orders shall be issued in accordance with FAR 52.216-18 and the procedures established in this section.

If a single IDIQ contract is awarded for an applicable product category, the Contracting Officer may issue a delivery order directly to that Contractor after determining that the order is within scope and the price is fair and reasonable.

If multiple IDIQ contracts are awarded for an applicable product category:

- Orders at or below the micro-purchase threshold may be placed with any Contractor capable of satisfying the requirement in accordance with FAR 16.507-1.
- For orders above the micro-purchase threshold, each Contractor holding the applicable product category will be provided a fair opportunity to be considered in accordance with FAR 16.507-2 through 16.507-5, unless an exception to fair opportunity is authorized under FAR 16.507-6.
- Each delivery-order request will describe the products, quantities, delivery requirements, response instructions, and the basis for order selection.
- Delivery-order selection criteria may include technical compliance, product availability, delivery schedule, warranty or support coverage, and price. The relative importance of the applicable criteria will be stated in the delivery-order request.
- The Government may use streamlined ordering procedures and is not required to use the procedures in FAR Part 15 when competing delivery orders.

A delivery order may be issued without providing fair opportunity only when an applicable exception is documented, justified, and approved in accordance with FAR 16.507-6.

H.3 Product Substitutions and Technology Refresh

A product identified in a delivery order shall not be substituted without the Contracting Officer's prior written approval.

If a product accepted under the IDIQ contract becomes unavailable, discontinued, or obsolete during the ordering period, the Contractor may propose a successor or substitute product. The request shall include:

- Manufacturer and exact model;
- Proposed configuration;
- Technical specifications;
- Comparison with the product being replaced;
- Applicable ERS compliance information;
- Proposed price;
- Estimated delivery lead time; and
- Explanation of the reason for substitution.

A successor or substitute product may be ordered only after the Contracting Officer determines that it is within the scope of the contract, meets or exceeds the applicable ERS requirements, and is offered at a fair and reasonable price. When necessary, the product and its pricing will be incorporated into the IDIQ contract by written modification before issuance of a delivery order.

H.4 Software Licensing

Software furnished under this contract shall:

- Be genuine OEM software;
- Be properly licensed to the Government;
- Include all required documentation;
- Include activation information; and
- Include applicable maintenance entitlements specified in the Delivery Order.

H.5 Warranty

Each hardware product furnished under this contract shall include a minimum of three years of OEM warranty and technical-support coverage, unless a longer period is specified in the applicable delivery order.

The hardware unit price shall include the OEM's standard commercial warranty. If the standard commercial warranty provides less than three years of coverage, the additional OEM warranty or support coverage required to provide a total coverage period of at least three years may be separately identified and priced. The delivery order shall identify the complete warranty and support coverage being purchased.

Unless otherwise specified in the delivery order, the warranty and support period shall commence upon Government acceptance of the applicable hardware or activation of the OEM coverage, whichever occurs later. The Contractor shall not activate the coverage materially before Government acceptance without the Contracting Officer's prior written approval.

The Contractor shall ensure that the Government is properly registered with the OEM as the end user and warranty holder, as applicable. The Contractor shall provide all warranty-registration information, coverage identifiers, service levels, support contacts, and information necessary to obtain warranty service.

Any OEM warranty, software entitlement, maintenance entitlement, or support period shall remain effective for its full stated term notwithstanding expiration of the IDIQ ordering period, completion of delivery, Government acceptance, expiration of the delivery-order delivery period, or contract closeout. Neither the IDIQ contract nor the delivery-order period of performance is required to remain active solely because an OEM warranty or support entitlement remains in effect.

Expiration or closeout of the IDIQ contract or delivery order does not shorten, terminate, or otherwise affect an applicable OEM warranty or support entitlement.

H.6 Country of Origin

The Contractor shall identify the country of origin for all end products furnished under this contract when requested by the Government.

H.7 Commercial Availability

Products furnished under this contract shall remain commercially available throughout the ordering period whenever practicable.

If a product becomes obsolete, the Contractor shall promptly notify the Contracting Officer and recommend an equivalent or successor commercially available product.

H.8 Product Recalls

The Contractor shall immediately notify the Contracting Officer of any OEM-issued product recalls, safety notices, security advisories, or critical firmware updates affecting products furnished under this contract.

The Contractor shall facilitate applicable OEM recall and corrective-action remedies in accordance with the OEM's recall program, the applicable warranty, and the terms of the delivery order. The Contractor will not be required to provide an optional commercial upgrade at no additional cost unless the upgrade is necessary to correct a defect or nonconforming condition covered by the contract or applicable warranty.

H.9 End-of-Life (EOL) and End-of-Support (EOS)

The Contractor shall notify the Contracting Officer whenever a manufacturer announces that a product proposed or furnished under this contract has entered End-of-Life (EOL) or End-of-Support (EOS) status.

Where applicable, the Contractor shall recommend replacement products that meet or exceed the technical requirements of the original equipment.

H.10 OEM Security Updates

The Contractor shall ensure that all delivered hardware, firmware, and OEM software include all generally available security updates and patches released by the manufacturer as of the date of shipment unless otherwise specified in the applicable Delivery Order.

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 System for Award Management (SAM)

Offerors shall be actively registered in the System for Award Management (SAM) (https://sam.gov) at the time of proposal submission and remain registered throughout contract performance.

K.2 Representations and Certifications

By submission of a proposal, the Offeror represents that all representations and certifications required by FAR 52.212-3, **Offeror Representations and Certifications—Commercial Products and Commercial Services**, have been completed electronically in SAM and are current, accurate, complete, and applicable to this solicitation.

If an Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete and submit FAR 52.212-3 with its proposal.

K.3 Authorized Official

The proposal shall be signed by an individual authorized to legally bind the Offeror.

K.4 Organizational Conflicts of Interest

The Offeror shall disclose any actual or potential organizational conflicts of interest of which it is aware that may affect performance of this contract.

K.5 Certification of OEM Authorization

If the Offeror is not the Original Equipment Manufacturer (OEM), the Offeror certifies that it is an OEM-authorized reseller, distributor, or systems integrator for the products proposed, or shall provide evidence of such authorization prior to contract award if requested by the Contracting Officer.

K.6 Product Authenticity Certification

The Offeror certifies that all products furnished under any resulting contract shall be genuine, new, commercially available OEM products obtained through authorized distribution channels. Refurbished, gray market, counterfeit, remanufactured, or previously used products shall not be furnished.

SECTION L INSTRUCTIONS TO OFFERORS

L.1 General Instructions

This solicitation is issued pursuant to FAR Part 15 for the acquisition of commercially available Enterprise Artificial Intelligence (AI) Hardware Infrastructure, associated software licenses, Original Equipment Manufacturer (OEM) warranties, and OEM support.

The Government intends to award one (1) or more contracts as described in Section M.

The Government intends to evaluate proposals and make award without negotiations in accordance with FAR 15.203. Therefore, Offerors should submit their best proposal initially. The Government reserves the right to conduct negotiations if the Contracting Officer determines that negotiations are necessary.

Offerors are responsible for preparing proposals in sufficient detail to permit a complete evaluation. The Government is not obligated to seek clarification of information omitted from a proposal.

L.2 Proposal Preparation

Proposals shall be submitted electronically via email to the Contracting Officer no later than the date and time specified in Block 8 of the SF-1449.

Late proposals, modifications, and revisions will be handled in accordance with FAR 15.107.
Proposals shall remain valid for **180 calendar days** following the proposal due date.

L.2.1 Proposal Organization

The Offeror shall submit its proposal using the following separate volumes:

Volume	Title	Page Limitation
I	Technical Proposal	20 Pages
II	Past Performance	10 Pages
III	Price Proposal	No Limit

The page limitations apply only to the narrative portions of Volumes I and II. The following documents do not count toward the applicable page limitations:

- Cover letter;
- Cover page;
- Table of contents;
- Technical Compliance Matrix;
- Product datasheets and manufacturer specifications;
- Configuration summaries and architecture diagrams;
- OEM authorization documentation;
- Warranty and software-licensing documentation;
- Pricing Workbook;
- Small Business Subcontracting Plan;
- Representations and certifications; and
- Amendment acknowledgments.

Excluded documents shall not be used to circumvent the applicable page limitation. Information necessary to explain the Offeror’s technical approach or demonstrate the relevance and quality of its past performance shall be included in the applicable proposal narrative. Supporting manufacturer documentation may be used to verify representations made in the Technical Proposal.

The Government will not evaluate narrative information appearing beyond the applicable page limitation.

L.2.2 Cover Letter and Administrative Information

The Offeror shall submit a cover letter containing:

- Solicitation number and proposal title;
- Legal name, address, and Unique Entity Identifier of the Offeror;
- Name, title, telephone number, and email address of the individual authorized to negotiate on behalf of and contractually bind the Offeror;

- Offeror's business size and socioeconomic status under the applicable NAICS code;
- Identification of each proposal volume and electronic file submitted;
- Confirmation that the proposal will remain valid for 180 calendar days following the proposal due date;
- Identification of any exception to the solicitation terms and conditions or an affirmative statement that no exceptions are taken;
- Acknowledgment of all solicitation amendments; and
- Signature of an individual authorized to bind the Offeror.

The cover letter will be reviewed for administrative completeness but will not receive a separate rating or be included in the best-value tradeoff. A material qualification, exception, or omission may affect the Offeror's eligibility for award.

L.2.3 Page Format

Proposal pages subject to a page limitation shall:

- Be formatted for 8½-by-11-inch pages;
- Use one-inch margins;
- Use a minimum 11-point Arial, Calibri, or Times New Roman font;
- Use a minimum 10-point font in tables and figures;
- Be single-spaced; and
- Be sequentially numbered within each volume.

Landscape orientation may be used for tables, charts, diagrams, and drawings.

The Government may exclude from evaluation any page that exceeds an applicable page limitation or does not comply materially with these formatting requirements.

L.2.4 Electronic File Format

Volumes I and II shall be submitted as separate, searchable PDF files.

Volume III shall be submitted in:

- Searchable PDF format; and
- Microsoft Excel format using Attachment 2, IDIQ Pricing Schedule.

The Excel version of Attachment 2 will control if there is a discrepancy between the PDF and Excel versions of the Pricing Schedule.

The Small Business Subcontracting Plan, when required, shall be submitted as a separate searchable PDF file accompanying Volume III.

Each file shall be clearly labeled with:

- Offeror's name;
- Solicitation number;
- Volume number; and
- Volume title or document description.

Suggested file names are:

- [Offeror Name]_Volume I_Technical.pdf
- [Offeror Name]_Volume II_Past Performance.pdf
- [Offeror Name]_Volume III_Price.pdf
- [Offeror Name]_Attachment 2_Pricing.xlsx
- [Offeror Name]_Subcontracting Plan.pdf, when applicable

If the proposal exceeds the email system's 25-megabyte limit, the Offeror may submit it in multiple emails. Each email shall identify the sequence, such as "Email 1 of 3." All proposal emails and attachments must be received by the proposal deadline.

The Offeror is responsible for confirming successful transmission and timely receipt of its complete proposal.

L.2.5 Proprietary Information
The Offeror shall clearly mark any proprietary or confidential information contained in its proposal. The Offeror should avoid including proprietary information in the file name or email subject line.

L.3 Volume I – Technical Proposal

The Technical Proposal shall demonstrate that the proposed commercially available Enterprise Artificial Intelligence hardware satisfies the Equipment Requirements Specification (ERS).

The Offeror shall identify the manufacturer, exact model number, and proposed configuration for each product. The Offeror shall provide sufficient manufacturer documentation to verify compliance, such as product datasheets, technical specifications, configuration summaries, architecture diagrams, warranty information, and software-licensing information.

The Technical Compliance Matrix and supporting manufacturer documentation shall be submitted with Volume I and do not count toward the Volume I page limitation.

L.3.1 Technical Compliance Matrix
The Offeror shall submit a Technical Compliance Matrix addressing each applicable ERS requirement. For each requirement, the matrix shall identify:

- ERS requirement;
- Proposed manufacturer and model;
- Compliant—Yes or No;
- Proposal or manufacturer-document reference; and
- A brief explanation when necessary to demonstrate compliance.

A statement of compliance without sufficient supporting information may be insufficient for the Government to verify compliance.

The proposed manufacturer, model, and configuration shall be consistent throughout the Technical Proposal, Technical Compliance Matrix, supporting documentation, and Pricing Workbook.

L.3.2 Proposed Technical Solution
The Offeror shall provide a concise description of the proposed products and configurations. The response shall identify, as applicable:

- Manufacturer and model;

- GPU or accelerator configuration;
- CPU, memory, storage, and networking configuration;
- Cooling and rack requirements;
- Required software and licenses;
- Compatibility with the ERS;
- Warranty and support coverage; and
- Any material assumptions, limitations, or Government facility requirements.

When proposing an equivalent product, the Offeror shall explain how it meets or exceeds the applicable minimum requirements.

The Government does not require the Offeror to develop a Government-specific design or technical solution when the proposed commercial product satisfies the ERS.

L.3.3 OEM Authorization and Support

The Offeror shall identify whether it is the OEM or an OEM-authorized reseller, distributor, or systems integrator for each proposed product.

If the Offeror is not the OEM, it shall provide evidence of applicable OEM authorization or identify how the Government may verify that authorization before award.

The Offeror shall confirm that:

- The proposed products are genuine, new OEM products obtained through authorized distribution channels;
- The Government will receive a minimum of three years of OEM warranty and technical-support coverage for each proposed hardware product, including any separately priced coverage required to supplement the OEM's standard commercial warranty;
- Required software licenses may be transferred or registered to the Government; and
- The Government will be identified as the end user and warranty holder, as applicable.

The Offeror shall identify the duration, commencement point, service level, and principal terms of the OEM warranty and support coverage proposed for each hardware product. If the OEM's standard commercial warranty provides less than three years of coverage, the Offeror shall identify the additional OEM coverage proposed to satisfy the minimum three-year requirement.

L.3.4 Product Availability

The Offeror shall provide the estimated lead time, in calendar days after receipt of a delivery order, for each proposed product.

The Offeror shall identify any known product-availability constraint that could materially affect delivery. The Offeror shall also confirm its ability to propose a successor product if an originally proposed product becomes unavailable during the ordering period. Any successor product must meet or exceed the applicable ERS requirements and must be approved by the Contracting Officer before substitution.

The Government does not require disclosure of proprietary supply-chain processes, confidential manufacturer allocation information, or internal inventory-management procedures.

L.3.5 Delivery

The Offeror shall confirm its ability to deliver the proposed products F.O.B. Destination to the location identified in each delivery order.

The Offeror shall identify any material delivery or facility requirements associated with the proposed configuration, including requirements applicable to rack-scale or liquid-cooled systems.

The Contractor shall provide applicable shipment tracking, packing documentation, product serial numbers, warranty-registration information, and software-license information with delivery.

Any OEM warranty or support period extending beyond the IDIQ ordering period or delivery period shall remain effective for its full stated term. Expiration of the IDIQ ordering period or completion of delivery does not shorten or terminate an applicable OEM warranty or support entitlement.

L.4 Volume II – Past Performance

The Offeror may submit no more than five contracts or orders performed, in whole or in part, during the five years preceding the solicitation closing date that demonstrate recent and relevant performance furnishing commercially available Enterprise Artificial Intelligence hardware infrastructure or other products of similar scope, complexity, and magnitude.

An Offeror without recent or relevant past performance shall affirmatively state that it has no recent or relevant past performance. The absence of relevant past performance will not make the Offeror ineligible for award and will not be evaluated favorably or unfavorably.

The Government may consider the past performance of predecessor companies, joint-venture members, and proposed subcontractors that will perform major or critical aspects of the requirement when the information is relevant to the proposed performance arrangement. The Offeror shall explain the relationship between the entity whose past performance is submitted and the Offeror's proposed performance of this requirement.

For each reference, the Offeror shall provide, at a minimum:

- Customer Name;
- Contract Number or Purchase Order Number;
- Contract Type;
- Contract Dollar Value;
- Period of Performance;
- Description of Products Furnished;
- Customer Point of Contact (if available);
- Whether performance was performed as the Prime Contractor or Subcontractor; and
- A description of the relevance of the referenced effort to this solicitation.

For each referenced effort, the Offeror shall specifically identify which aspects of the current requirement were performed, as applicable, including:

- Enterprise AI hardware infrastructure;
- High-performance GPU servers;
- Rack-scale AI computing systems;
- Pod-scale AI systems;
- AI inference servers;
- High-performance computing (HPC) infrastructure;
- OEM-authorized hardware distribution;

- Systems integration of commercial AI hardware;
- OEM software licensing;
- OEM warranty and support management;
- Enterprise hardware deployments;
- Supply chain management for commercial computing equipment; and
- Delivery of products of similar scope, complexity, and magnitude.

The Offeror shall explain how each referenced effort demonstrates its capability to successfully perform the requirements of this solicitation.

The Government may obtain past performance information from:

- Contractor Performance Assessment Reporting System (CPARS);
- Federal Awardee Performance and Integrity Information System (FAPIIS);
- Other Government records; and
- Other sources available to the Government.

For each referenced effort, the Offeror should identify any significant performance problems encountered and explain the corrective actions taken. The Offeror may also identify relevant performance improvements or other information necessary to place the performance record in context. The Government reserves the right to contact any reference identified by the Offeror or any other source reasonably available to verify the accuracy of the submitted information.

L.5 Volume III – Price Proposal

Offerors shall complete Attachment 2, IDIQ Pricing Schedule. Offerors may propose products under one or more product categories identified in Attachment 2.

For each proposed product, the Offeror shall provide:

- Product category;
- Manufacturer;
- Exact model number and configuration;
- Firm-fixed unit price;
- Duration and principal terms of the standard OEM warranty included in the hardware unit price;
- Confirmation whether the standard OEM warranty provides at least three years of coverage;
- Separately priced OEM warranty or support coverage required to provide a total coverage period of at least three years, when the standard warranty is shorter than three years;
- Separately priced enhanced or extended coverage beyond the required three-year period, when offered;
- Software-license pricing, when applicable;
- Estimated delivery lead time in calendar days after receipt of a delivery order; and
- Applicable commercial discounts.

The manufacturer, model, configuration, warranty, and software identified in the Pricing Schedule shall be consistent with Volume I.

Failure to provide sufficient pricing for a product category may result in the Offeror not being considered for award under that category.

L.6 Small Business Subcontracting Plan

Each Offeror that is other than a small business concern shall submit a subcontracting plan in accordance with FAR 52.219-9. The plan may be an individual subcontracting plan or, when applicable, a current commercial subcontracting plan approved by an authorized Federal contracting officer.

The plan shall be submitted as a separate electronic file accompanying Volume III and does not count toward any proposal page limitation. Small business concerns are not required to submit a subcontracting plan.

The Government will review the plan for acceptability. The Contracting Officer may permit an otherwise successful Offeror to clarify or negotiate revisions to its plan within the time established by the Contracting Officer. An applicable other-than-small-business Offeror must have an acceptable subcontracting plan before contract award.

L.7 Exceptions

Offerors shall clearly identify any exceptions to the terms and conditions of this solicitation.
Failure to identify an exception shall constitute the Offeror's agreement to comply with all solicitation requirements.

L.8 Amendments

Offerors shall acknowledge receipt of all solicitation amendments.

Failure to acknowledge a material amendment may render a proposal ineligible for award.

L.9 Questions

Questions shall be submitted by email to the Contracting Officer no later than 3:00 p.m. Eastern Daylight Time on July 31, 2026, using Attachment 3, Questions Template. Responses will be provided by solicitation amendment when determined appropriate.

SECTION M EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

Award will be made to the responsible Offeror(s) whose proposal represents the best value to the Government using the trade-off process described in FAR 15.103-1.

The Government anticipates making approximately two to four IDIQ contract awards but reserves the right to make a greater or fewer number of awards, including a single award, based on the proposals received and the Government’s best-value determination.

Offerors may propose one or more product categories identified in Attachment 2. The Government may make awards by product category, may make more than one award within a category, and is not required to make an award under every category.

The Government will make a separate best-value determination for each product category. An Offeror will be considered only for the categories for which it submits a complete technical and price proposal.
If multiple awards are made within a product category, each awardee will be provided a fair opportunity to be considered for delivery orders above the micro-purchase threshold in accordance with FAR 16.507-2 through 16.507-5, unless an exception to fair opportunity is authorized under FAR 16.507-6.

The Government intends to evaluate proposals and make award without negotiations in accordance with FAR 15.203. Therefore, Offerors should submit their best proposal initially. The Government reserves the right to conduct negotiations if the Contracting Officer determines that negotiations are necessary. If negotiations are conducted, the Government will establish a competitive range and negotiate with Offerors within that range in accordance with FAR 15.204.

M.2 Evaluation Factors

Proposals will be evaluated using the following factors:

- Factor 1 – Technical Capability;
- Factor 2 – Past Performance; and
- Factor 3 – Price.

Technical Capability will be evaluated using the adjectival ratings identified in this section. Past Performance will be evaluated on a Pass/Fail/Neutral basis. Price will not receive an adjectival rating.

Past Performance is an eligibility factor and will not be used as a comparative discriminator in the best-value tradeoff. An Offeror receiving a Pass or Neutral rating for Past Performance remains eligible for award. An Offeror receiving a Fail rating is ineligible for award.

For Offerors remaining eligible for award, Technical Capability is significantly more important than Price. As proposals become more equal under Technical Capability, Price will become increasingly important in the award decision.

M.3 Factor 1 – Technical Capability

The Government will evaluate the Offeror's proposed commercially available Enterprise Artificial Intelligence hardware to determine the extent to which it satisfies the Equipment Requirements Specification (ERS) and the requirements of this solicitation.

The evaluation will be based on the information submitted in Volume I – Technical Proposal, including the Technical Compliance Matrix and supporting manufacturer documentation. The Government will not assume that a proposed product possesses a capability that is not adequately identified or supported in the proposal.

The Government will evaluate the following areas:

1. Technical Compliance Matrix;
2. Proposed Technical Solution;
3. OEM Authorization and Support;
4. Product Availability; and
5. Delivery.

These areas are not separately rated subfactors. The Government will consider them collectively when assigning the overall rating for Factor 1 – Technical Capability.

M.3.1 Technical Compliance Matrix

The Government will evaluate the Technical Compliance Matrix and supporting manufacturer documentation to determine whether each proposed product satisfies the applicable ERS requirements.

The Government will evaluate:

- Whether each applicable ERS requirement is addressed;
- Whether the proposed manufacturer, model, and configuration are clearly identified;
- Whether the compliance representations are supported by the proposal or manufacturer documentation;
- Whether the proposed manufacturer, model, and configuration are consistent throughout the Technical Proposal, Technical Compliance Matrix, supporting documentation, and Pricing Workbook; and
- Whether the proposal identifies any exceptions, limitations, qualifications, or deviations from the ERS.

A statement that a product is compliant, without sufficient supporting information, may be insufficient for the Government to verify compliance.

A material failure to satisfy an applicable ERS requirement may be assessed as a deficiency and may render the proposal ineligible for award. The Government is not obligated to seek clarification of information omitted from the proposal.

M.3.2 Proposed Technical Solution

The Government will evaluate the proposed products and configurations to determine whether they satisfy the applicable ERS requirements and are compatible with the Government's stated operating and facility requirements.

As applicable to the proposed product, the Government will evaluate:

- Manufacturer and model;
- GPU or accelerator configuration;
- CPU, memory, storage, and networking configuration;
- Cooling and rack requirements;
- Required software and licenses;
- Compatibility with the ERS;
- Warranty and support coverage; and
- Material assumptions, limitations, dependencies, or Government facility requirements.

When an equivalent product is proposed, the Government will evaluate whether the proposal adequately demonstrates that the product meets or exceeds each applicable minimum requirement.

The Government may assess a strength when a proposed product exceeds a minimum requirement in a manner that provides a measurable benefit to the Government. Merely exceeding a specification without demonstrating a corresponding benefit will not necessarily result in a strength.

The Government will not evaluate the Offeror on its ability to develop a Government-specific design when the proposed commercially available product satisfies the ERS.

M.3.3 OEM Authorization and Support

The Government will evaluate whether the Offeror is the OEM or is authorized to provide the proposed OEM products, warranties, software licenses, and support.

The Government will evaluate whether:

- The proposed products are genuine, new OEM products obtained through authorized distribution channels;
- The Offeror's OEM status or authorization is adequately identified;

- The proposed hardware includes a minimum of three years of OEM warranty and technical-support coverage, and any separately priced coverage required to satisfy that minimum is clearly identified and eligible for registration to the Government;
- Required software licenses may be transferred or registered to the Government; and
- The Government will be identified as the end user and warranty holder, as applicable.

A proposal that does not provide, or does not adequately demonstrate the ability to provide, the required minimum three-year OEM warranty and technical-support coverage may be assessed as a deficiency.

The Government may verify an Offeror's OEM status, authorization, warranty eligibility, software-licensing authority, or support eligibility directly with the applicable OEM before award.

An Offeror's failure to demonstrate that it can provide genuine OEM products with the applicable warranty, software, and support may be assessed as a deficiency and may render the proposal ineligible for award.

M.3.4 Product Availability

The Government will evaluate the estimated lead time identified for each proposed product and the Offeror's ability to furnish the product during the IDIQ ordering period.

The Government will consider:

- Estimated lead time in calendar days after receipt of a delivery order;
- Known product-availability constraints identified in the proposal; and
- The Offeror's ability to propose an ERS-compliant successor product if an originally proposed product becomes unavailable.

The Government will not evaluate proprietary supply-chain processes, confidential OEM allocation information, or internal inventory-management procedures.

Identification of a potential successor product does not constitute advance approval of that product. Any substitution after award will require the Contracting Officer's prior written approval and must satisfy or exceed the applicable ERS requirements.

Proposed lead times will be evaluated for feasibility and delivery risk. A shorter proposed lead time will not, standing alone, receive additional evaluation credit unless it provides a measurable benefit in relation to the Government's anticipated delivery needs.

M.3.5 Delivery

The Government will evaluate the Offeror's ability to deliver the proposed products F.O.B. Destination to the location identified in each delivery order.

The Government will evaluate:

- The Offeror's confirmation that it can meet the applicable delivery requirements;
- Material delivery or facility requirements identified for the proposed configuration;
- Delivery considerations associated with rack-scale or liquid-cooled systems, when applicable; and
- The proposed process for furnishing shipment tracking, packing documentation, product serial numbers, warranty-registration information, and software-license information.

The Government will also evaluate whether the proposed warranty and support coverage will remain effective for their full stated terms. An OEM warranty or support period extending beyond the IDIQ ordering period,

delivery period, or contract closeout will not require the IDIQ contract or delivery-order period of performance to remain active. However, the applicable warranty or support obligation must remain enforceable for its complete stated term.

M.4 Technical Capability Ratings

The Government will assign one overall adjectival rating to Factor 1 – Technical Capability based on its collective evaluation of the following areas:

- Technical Compliance Matrix;
- Proposed Technical Solution;
- OEM Authorization and Support;
- Product Availability; and
- Delivery.

These evaluation areas will not receive separate adjectival ratings. The Government will consider the areas collectively when assigning the overall Technical Capability rating. No single evaluation area is, by itself, determinative of the overall rating. However, a failure to satisfy a material ERS or solicitation requirement will be assessed as a deficiency. A proposal containing a deficiency will be rated Unacceptable and will be ineligible for award.
Supporting manufacturer documentation will not receive a separate rating. The Government will use that documentation to verify and evaluate the representations made under the applicable technical evaluation areas. Relevant experience furnishing Enterprise AI hardware or similar products will not be evaluated under Technical Capability. Such information will be evaluated under Factor 2 – Past Performance.

Rating	Description
Good (Blue)	The proposal demonstrates a thorough understanding of the requirements and contains one or more strengths that provide measurable benefit to the Government. The proposal contains no deficiencies and presents a low risk of unsuccessful contract performance.
Acceptable (Green)	The proposal demonstrates an adequate understanding of the requirements and demonstrates the capability to successfully furnish the required commercially available AI hardware infrastructure. The proposal contains no deficiencies and presents no worse than a moderate risk of unsuccessful contract performance.

Rating	Description
Unacceptable (Red)	The proposal fails to meet one or more material solicitation requirements and contains one or more deficiencies. The proposal is unawardable.

Definitions

- **Strength:** An aspect of the proposal that appreciably enhances the probability of successful contract performance or provides a measurable benefit to the Government beyond the minimum solicitation requirements.
- **Weakness:** A flaw in the proposal that increases the risk of unsuccessful contract performance.

- **Significant Weakness:** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
- **Deficiency:** Any part of a proposal that does not conform to a material requirement of the solicitation.

M.5 Factor 2 – Past Performance

The Government will evaluate the recency, relevance, and quality of the Offeror's past performance to determine whether the available performance record supports a reasonable expectation of successful contract performance.
Past Performance will be evaluated on a Pass/Fail/Neutral basis and will not be used as a comparative discriminator in the best-value tradeoff.

Recency
Past performance is recent when the referenced effort was performed, in whole or in part, during the five years preceding the solicitation closing date.

Relevance
The Government will evaluate the similarity of the referenced effort to the product category for which the Offeror is being considered. The evaluation may consider:

- Enterprise AI hardware infrastructure;
- High-performance GPU or accelerator servers;
- Rack-scale or pod-scale AI computing systems;
- AI inference servers and associated hardware;
- OEM-authorized hardware distribution or systems integration;
- OEM software licensing, warranty, and support;
- Dollar value, quantities, delivery complexity, and number of delivery locations; and
- Delivery of commercially available enterprise computing hardware of similar scope, complexity, and magnitude.

Quality
The Government will evaluate the quality of performance, including, as applicable:

- Product conformity and quality;
- Timely delivery;
- Customer satisfaction;
- Warranty and support administration;
- Supply-chain performance;
- Contract management; and
- Corrective action taken when performance problems occurred.

The Government may consider information submitted by the Offeror and information obtained from CPARS, references, Government records, and other sources reasonably available to the Government.

The Government may consider the past performance of predecessor companies, joint-venture members, or proposed subcontractors that will perform major or critical aspects of the requirement when the information is relevant to the proposed performance arrangement.

An Offeror without a record of relevant past performance, or for whom relevant past performance information is not available, will receive a Neutral rating. A Neutral rating will not be evaluated favorably or unfavorably and will not make the Offeror ineligible for award.

M.5.1 Past Performance Ratings

Rating	Description
Pass	The Offeror's recent and relevant performance record supports a reasonable expectation that the Offeror will successfully perform the prospective contract. The available record does not present an unacceptable risk of unsuccessful performance.
Fail	The Offeror's recent and relevant performance record does not support a reasonable expectation of successful contract performance and presents an unacceptable risk of unsuccessful performance. A Fail rating renders the Offeror ineligible for award.
Neutral	The Offeror has no recent or relevant past performance record, or the available information is insufficient to support a meaningful assessment. A Neutral rating is neither favorable nor unfavorable and does not render the Offeror ineligible for award.

The Government may consider the recency, relevancy, and quality of the Offeror's past performance record, as well as trends in performance, corrective actions, and other information obtained from sources identified in this solicitation.

In accordance with FAR 15.202(c)(1), an Offeror without a record of relevant past performance, or for whom relevant past performance information is unavailable, will not be evaluated favorably or unfavorably.

M.6 Factor 3 – Price

The Government will evaluate the proposed prices for each product and product category for which the Offeror is being considered for award. The Government will not calculate a Total Evaluated Price for purposes of initial IDIQ contract award.

The Government will evaluate:

- Compliance with Attachment 2;
- Completeness of the proposed pricing;
- Proposed firm-fixed unit prices;
- Consistency between the proposed product, configuration, and price;
- Inclusion of the OEM's standard commercial warranty in the hardware unit price;
- Completeness and reasonableness of any separately priced OEM coverage required to provide the minimum three-year warranty and technical-support period;
- Completeness and reasonableness of separately priced enhanced or extended coverage beyond the required three-year period, when applicable;
- Software-license pricing, when applicable;
- Applicable commercial discounts;
- Price fairness and reasonableness; and

- Materially unbalanced pricing, when applicable.

The Government will evaluate price reasonableness using one or more price-analysis techniques authorized by FAR 15.404-1. These techniques may include comparison of proposed prices received in response to the solicitation, comparison with historical prices, market research, published or commercial pricing, the Independent Government Cost Estimate, and analysis of proposed unit prices and discounts.

The Government may request data other than certified cost or pricing data when necessary to determine whether a proposed price is fair and reasonable.

The Government may decline to award a proposed product or product category when its price is incomplete, unreasonable, or materially unbalanced.

Estimated quantities are provided for acquisition planning purposes and do not represent a guarantee that the Government will purchase those quantities. Estimated quantities will not be used to calculate a Total Evaluated Price for initial IDIQ contract award.

M.7 Small Business Subcontracting Plan

For an Offeror that is other than a small business concern, the Government will review the required subcontracting plan for acceptability in accordance with FAR 52.219-9. The plan is not a rated source-selection factor and will not be included in the best-value tradeoff; however, an acceptable plan is a condition of award.

This requirement does not apply to a small business Offeror.

M.8 Best Value Determination

The Government will make a separate best-value determination for each applicable product category.

Only proposals receiving an Acceptable or Good rating for Technical Capability and a Pass or Neutral rating for Past Performance will be eligible for award.

For eligible proposals, the best-value tradeoff will be made between Technical Capability and Price. Technical Capability is significantly more important than Price.

The Government may select a higher-priced proposal when the additional evaluated technical merit warrants the associated price premium. Conversely, the Government may select a lower-priced proposal when the evaluated technical differences do not justify paying a higher price.

A Pass rating for Past Performance will not receive additional tradeoff credit over a Neutral rating. Similarly, a Neutral rating will not be treated more favorably or unfavorably than a Pass rating in the comparative tradeoff.

Award will not necessarily be made to the Offeror proposing the lowest price or receiving the highest Technical Capability rating.

Section 2 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)	
52.227-19	Commercial Computer Software License (Dec 2007)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	

Clauses By Full Text

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far-overhaul
www.acquisition.gov
_____
[Insert one or more Internet addresses]

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2026)

(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 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.*]

X (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).

X (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).

X (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).

X (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).

X (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.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

X (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.

X (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

X (21)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (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 (Jan 2025) of 52.219-9.

__ (22)(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. 657s).

X (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 Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

X (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (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)).

__ (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 (Mar 2026) (E.O. 13126).

X (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (34)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

__ (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 (Oct 2025) (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).

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (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.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq*.).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq*.).

__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49)(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 (Jan 2025) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

X (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 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).

__ (52) 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).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

X (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 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).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

X (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

__ (65)(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).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(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--

(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 (Jan 2025) (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 (Sept 2016) (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 (Oct 2025) (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 (Jan 2025) (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) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 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)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm-Fixed Price (FFP), Indefinite-Delivery-Quantity (IDIQ) [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)

52.216-18 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 9/01/2026 through 8/31/2027 [*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 (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $2,000.00 [*insert dollar figure or quantity*], 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 $35,000,000.00 [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of $45,000,000.00 [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (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 8/31/2028 [*insert date*].

(End of clause)

52.219-9 Small Business Subcontracting Plan (Jan 2025)

(a) This clause does not apply to small business concerns.

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

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq*.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at *http://www.esrs.gov*.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business,

HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g., ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at *http://www.esrs.gov*. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, *etc.*; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described

in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at *https://web.sba.gov/pro-net/search/dsp_dsbs.cfm.*

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at *http://www.esrs.gov*. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan--*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.247-34 F.o.b. Destination (Nov 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

2852.201-70 Contracting Officer's Representative (COR) (Nov 2023)

(a) Mr./Ms. (TBD) of (TBD), (TBD), (_____ , is hereby designated to act as Contracting Officer’s Representative (COR) underTBD , for the period of 9/01/2026 through 08/31/2026 (specify the performance period of the contract that the designation covers).

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or another representative designated in writing by the Contracting Officer. The term ‘‘technical direction’’ includes, without limitation, the following: (i) Receiving all deliverables; (ii) Inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract; (iii) Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily; (iv) Evaluating performance of the Contractor; and (v) Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to issue direction that: (i) Constitutes a change of assignment or work outside the contract specification/work statement/scope of work. (ii) Constitutes a change as defined in the clause entitled ‘‘Changes’’ or other similar contract term. (iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance; (iv) Causes, in any manner, any change in a term, condition, or specification or the work statement/ scope of work of the contract; (v) Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions; (vi) Interferes with the contractor’s right to

perform under the terms and conditions of the contract; (vii) Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.

(d) The Contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the Contractor, any direction by the COR or the designated representative falls outside the authority of (b) above and/or within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer.

(e) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract is a dispute that shall be subject to the ''Disputes'' clause and/or other similar contract term.

(f) COR authority is not re-delegable.

(End of Clause)

2852.212-4 Contract Terms and Conditions, Commercial Items (FAR Deviation) (Nov 2023)

When a commercial item is contemplated (using FAR part 12 procedures or otherwise) and the contract will include FAR 52.212-4, the following replaces subparagraph (g)(2); paragraph (h); subparagraph (i)(2); paragraph (s); and paragraph (u), Unauthorized Obligations, of the basic FAR clause, and adds paragraph (w), as follows:

(g) (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 act regulations at 5 CFR part 1315, as modified by subparagraph (i)(2), *Prompt payment,* of this clause.

(h) *Patent indemnity.* Contractor shall indemnify and hold harmless the Government and its respective affiliates, officers, directors, employees, agents, successors and assigns (collectively, "Indemnities") from and against any and all liability and losses incurred by the Indemnities that are (i) included in any settlement and/or (ii) awarded by a court of competent jurisdiction arising from or in connection with any third party claim of infringement made against Indemnities asserting that any product or service supplied under this contract constitutes infringement of any patent, copyright, trademark, service mark, trade name or other proprietary or intellectual right. This indemnity shall not apply unless Contractor shall have been informed within a reasonable time by the Government of the claim or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. This indemnity also shall not apply to any claim unreasonably settled by the Government which obligates Contractor to make any admission or pay any amount without written consent signed by an authorized officer of Contractor, unless required by final decree of a court of competent jurisdiction.

(i) (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations (5 CFR part 1315), with the following modification regarding the due date: For the sole purpose of computing an interest penalty due the Contractor, the Government agrees to inspect and determine the acceptability of any supply delivered or service performed specified in the invoice within thirty (30) days of receipt of a proper invoice from the Contractor, after which time, if no affirmative action has been taken by the Government to accept such supply or service, the supply or service will be deemed accepted and payment due thirty (30) days from the date of deemed acceptance. If the Government makes the determination that the item delivered or service performed is deficient or otherwise unacceptable, or the invoice is otherwise determined not to be a proper invoice, the terms and conditions of this paragraph regarding prompt payment will apply to the date the Contractor corrects the deficiency in the item delivered or service performed or submits a proper invoice. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(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, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts provisions of the basic FAR clause at 52.212-4, and the Unauthorized Obligations and Contractor's Commercial Supplier Agreements—Unenforceable Clauses provisions of JAR 2852.212-4.
(3) FAR 52.212-5.
(4) Other paragraphs of the basic FAR clause at 52.212-4, with the exception of paragraph (o), Warranty, and those paragraphs identified in this deviation of 52.212-4.
(5) Addenda to this solicitation, contract, or order, including contractor's Commercial supplier agreements incorporated into the contract.
(6) Solicitation provisions if this is a solicitation.
(7) Paragraph (o), Warranty, of the basic FAR clause at 52.212-4.
(8) The Standard Form 1449.
(9) Other documents, exhibits, and attachments.
(10) The specification.

(u) *Unauthorized obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract or order is subject to any Commercial supplier agreement that includes any language, provision, or 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 (see 31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or 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 commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other similar 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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement and have no effect.

(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.

(w) *Commercial supplier agreements—unenforceable clauses.* When any supply or service acquired under this contract or order is subject to a contractor's commercial supplier agreement, the following shall be deemed incorporated into such agreement and modifies and replaces any similar language, provision, or clause in such agreement. As used herein, “this agreement” means any contractor commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR part 12).
(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind the Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language, provision, or clause purporting to subject the U.S. Government to the laws of any U.S. state, territory, district, or municipality, or the laws of a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted and shall have no effect.

(B) Any language, provision, or clause requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted and shall have no effect.

(C) Any language, provision, or clause prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted and shall have no effect.

(iv) *Continued performance.* Notwithstanding any other provision in this agreement, if the Contractor believes the Government to be in breach of this contract, order, or agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d), Disputes, of FAR 52.212-4.

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to the contract, order, or this agreement, (A) binding arbitration shall not be used unless otherwise specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute.

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise terms if they are not material. Material terms are defined as:

(1) Terms that change Government rights or obligations;
(2) Terms that increase Government prices;
(3) Terms that decrease the overall level of service; or
(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provisions of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *Order of precedence.* Any Order of Precedence clause in any commercial supplier agreement is not enforceable against the Government. The applicable Order of Precedence for this contract, order, or agreement is FAR 52.212-4(s), as revised by JAR 2812.302 and 2852.212-4(s).

(viii) *No automatic renewals.* If any license or service tied to period payment is provided under this agreement (*e.g.,* annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by a properly warranted contracting officer, and any provision or term of any license or service purporting to provide for automatic renewal is unenforceable against the Government.

(ix) *Indemnification by the Government or end-user.* Any language, provision, or clause of this commercial supplier agreement requiring the Government or End-user to indemnify the commercial supplier or licensor is not enforceable against the Government.

(x) *Indemnification by the commercial supplier or licensor.* Any clause of this agreement requiring or permitting the commercial supplier or licensor to defend the Government as a condition of indemnifying the Government for any claim of infringement is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(xi) *Audits.* Any language, provision, or clause of this commercial supplier agreement permitting Contractor to audit the end user's compliance with this agreement is not enforceable against the Government. To the extent any language, provision or clause of this agreement permits Contractor to audit the Government's compliance under this contract, order, or agreement, such language, provision, or clause of this agreement is hereby stricken and replaced as follows:

> (A) If Contractor reasonably believes that the Government has violated the terms of this agreement with regard to the restrictions on authorized use and/or the number of authorized users, upon written request from Contractor, including an explanation of the basis for the request, DOJ will provide a redacted version of the Government's most recent Security Assessment and Authorization package (SAA) to Contractor on a confidential basis, so that Contractor may reasonably verify the Government's compliance with its obligations under this agreement. Contractor understands and agrees that the Government will remove or redact any information from the SAA that it reasonably believes may compromise (a) the security of the Government's information technology environment; (b) the confidentiality of any third-party proprietary or confidential information; (c) any confidential, sensitive law enforcement information; and (d) any other information that the Government believes may compromise a past, current, or prospective investigation, prosecution, or litigation. Notwithstanding the preceding, and subject to the Government's policies and procedures for such review, including but not limited to complying with all Government security requirements prior to being granted access to the Government's facilities, including the execution of appropriate confidentiality and/or non-disclosure agreements, the Government will arrange, upon Contractor's written request, for Contractor to view an un-redacted version of the SAA on Government premises. Contractor understands that Contractor will be provided a copy of the un-redacted SAA on Government premises only and that no un-redacted copy of the SAA, or any medium containing information relating to it, will be permitted to be removed from Government premises.
>
> (B) The Contractor also understands and agrees that the Contractor shall make a request under this paragraph no more than on an annual basis and only during the period of the contract, and that any activities performed by Contractor under this clause will be performed at Contractor's expense, without reimbursement by the Government.
>
> (C) Discrepancies found with regard to the restrictions on authorized use and/or the number of authorized users may result in a charge by Contractor to the Government. Any resulting invoice must comply with the proper invoicing and payment requirements specified in the contract. This charge, if disputed by the Government, will be resolved through the Disputes clause at 52.212-4(d); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(xii) *Taxes or surcharges.* Any taxes or surcharges which the Contractor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xiii) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under FAR 52.212-4 (b), Assignment.

(xiv) *Confidential information.*

(A) During the term of this contract or order, either party may identify information as “confidential information,” and there shall be no disclosure, dissemination, or publication of any such information except to the extent required for the performance of this contract or order and otherwise provided in this clause or by statute or regulation. Specifically, the parties agree that the party receiving confidential information may only disclose such information to its employees and contractors on a “need-to-know” basis to carry out the obligations of this contract or order, and that subcontractors performing under this Agreement are subject to the same stipulations provided in this provision. The parties also agree that this provision shall survive the termination of this contract or order, and any confidential information obtained or received which comes within these restrictions shall remain confidential, provided that the obligation to treat information as confidential shall not apply to information which is or becomes publicly available through no improper action of the receiving party; is or comes to be in the receiving party's possession independent of its relationship with the disclosing party; is developed by or becomes known to the receiving party without use of any confidential information of the disclosing party; or is obtained rightfully from a third party not bound by an obligation of confidentiality. Additionally, nothing in this contract or order shall restrict disclosure by the receiving party pursuant to any applicable law, including but not limited to the Freedom of Information Act, 5 U.S.C. 552, *et seq.,* or an order of any court of competent jurisdiction, provided that in either such case the receiving party gives prompt notice to the disclosing party to allow the disclosing party to interpose an objection to such disclosure, take action to assure confidential handling of the confidential information, or take such other action as it deems appropriate to protect its confidential information.

(B) The Government considers and hereby identifies as confidential any and all information related to any inquiries and/ or searches performed by the Government or by contractor at the Government's direction under this contract or order, including the subject of any such inquiry or search and any and all search terms, regardless of whether provided in writing or orally to Contractor, and Contractor agrees that it may only disclose such information to its employees and contractors on a “need-to-know” basis to carry out the obligations of this contract or order and that it will not share, reveal, divulge, disclose, disseminate, or publicize any such information to any third party except as provided in this provision without the prior written approval of the Contracting Officer. Contractor also understands and agrees that any subcontractors performing under this contract or order are subject to the same stipulations and that Contractor may be held responsible for any violations of confidentiality by a subcontractor.

(C) These provisions are consistent with and do not supersede, conflict with, or otherwise alter an employee's obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by Executive orders and statutory provisions relating to whistleblower protection are incorporated into this contract and are controlling.

(D) The Government may share the terms, conditions and prices set forth in this Order with, and provide a copy of the Order to, other Executive branch agencies of the U.S. Government, provided that the Government shall ensure that other Executive branch agencies to which it provides such information will be required to treat all such information consistent with terms and conditions set forth in this Order.

(E) Notwithstanding anything in this agreement, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided,

however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this Order.

(xv) *Authorized users.* Authorized users may include full and part-time employees of the Government, including those working at or from remote locations, and contractors and contractor employees working within the scope of their contract with the Government, including those at or from remote locations.

(xvi) *Authorized use.* Authorized users are authorized to use the product or service acquired under this contract in performing business on behalf of the Government. Any information obtained or acquired by the Government under this contract may be used by the Government in the performance of Government business.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevails to the extent of such inconsistency.

(End of Clause)

FBI-0019 Minimizing Acquisition Security Risks in Deliveries

Contractors shall diligently count and examine all goods tendered for shipment, and receipt for them from foreign suppliers prior to shipment to the Federal Government. Orders issued by the awardee to foreign entity suppliers may NOT directly ship supplies to the Federal Bureau of Investigation. Final delivery of goods shall be completed from the awardee's domestic offices and supply centers to the FBI.

The contractor shall ensure that orders do not mention the words "Federal Bureau of Investigation" or the acronym "FBI" in any shipping instructions provided to the foreign entity supplier. The addressee shall be identified as "United States Government" or "United States Department of Justice" or, as directed by the Contracting Officer, an entity identifier with no reference to the Government.

These precautions with respect to shipping labels and addresses pertain to the delivery of supplies to a facility owned, leased, or controlled by the U.S. Government.

Contractors should price their offers to include and accommodate any costs generated by these shipping arrangements. Offerors should make full disclosure in their offers as to how they intend to implement the shipping and delivery supplies in accordance with restrictions cited above.

End of Clause

FBI-0023 Federal Bureau of Investigation Electronic Invoicing Requirement (JUL 2024)

The Federal Bureau of Investigation (FBI) requires vendors to submit a proper invoice and supporting documentation electronically through the Invoice Processing Platform (IPP). IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service (Treasury) in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

Invoice Submission

Vendors are required to create and submit electronic invoices using the IPP system. All supporting documentation shall be uploaded into the IPP system.

Invoices must be submitted at least monthly but no more than bi-weekly. Final invoices must be submitted 30 days after the end date of the period of performance.

Invoices submitted by email will not be accepted. This requirement applies immediately upon contract award. For contract-specific questions, please contact the contracting officer.

Obtaining IPP Access

If your company has already enrolled in IPP: You will not be required to re-register. Please contact your company's IPP account administrator so that he/she may add you as an additional user to your company's IPP collector account.

If your company has NOT enrolled in IPP: Your company will be auto enrolled for IPP using information from your SAM account. Your company's Primary Electronic Business Point of Contact (POC) will be designated as an IPP administrator. This POC will be contacted by email to register when the FBI initiates the enrollment process through IPP. To prevent enrollment delays, please ensure your designated Electronic Business POC in sam.gov is up to date. Your company's IPP administrator will be responsible for initial account registration as well as creating and managing your company's IPP users and permissions. Please note that due to U.S. Department of the Treasury guidelines, IPP cannot set up User IDs using a shared email address.

How to register for IPP:

1. Once FBI Initiates the enrollment process, your company's designated Electronic Business POC in sam.gov will receive two emails from IPP Customer Support (noreply@mail.eroc.twai.gov). The first email contains the initial administrative IPP User ID. The second email, sent with 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.

2. Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided and accepts the IPP rules of behavior. Additional user accounts, including administrators, can be created after initial login.

Training

Vendor training materials, including a first-time login tutorial, are available on the IPP.gov website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities ranging from creating and submitting an invoice to setting up email notifications.

Additional Support

IPP Customer Support Team is available Monday through Friday from 8:00 am to 6:00 pm EST. Phone: (866) 973-3131 or email: IPPCustomerSupport@fiscal.treasury.gov For answers to frequently asked questions, visit the Vendor FAQ page on the gov web site.

(End of clause)

FBI-0027 Prohibition on Using a Covered Application (No TikTok on Government Devices Act) (Nov 2023)

The Consolidated Appropriations Act, 2023, enacted the No TikTok on Government Devices Act (“the Act”), which instructs the Director of the Office of Management and Budget, in consultation with the Administrator of General Services, the Director of the Cybersecurity and Infrastructure Security Agency, the Director of National Intelligence, and the Secretary of Defense, to develop standards and guidelines for agencies requiring the removal of TikTok from Federal information technology.

Scope Pursuant to the Act, this memorandum applies to “the social networking service TikTok or any successor application or service of TikTok developed or provided by ByteDance Limited or an entity owned by ByteDance Limited” (“covered application”) and applies to all “executive agencies” (“agencies”), as that term is defined in 41 U.S.C § 133.2 This memorandum applies to all “information technology,” as that term is defined in 40 U.S.C. § 11101(6) (herein after referred to as “IT”).

That definition reaches not only IT owned or operated by agencies, but also IT “used by a contractor under a contract with the executive agency that requires the use of that IT, whether expressly or “to a significant extent in the (Pub. L. No. 117-328, div. R, §§ 101-02, available at https://www.congress.gov/bill/117th-congress/housebill/2617. 2 Id. § 102(a)) performance of a service or the furnishing of a product.” That definition does not, however, “include any equipment acquired by a federal contractor incidental to a federal contract."

Exceptions

The Act permits limited exceptions to the restrictions outlined in this memorandum for law enforcement activities, national security interests and activities, and security research. Exceptions must be granted by an agency head or designee of the agency head. Agency heads (HCA) remain responsible for ensuring that all individuals with delegated authority under this policy maintain the documentation required and take all necessary actions to mitigate risk posed by covered applications. Such actions shall be submitted in writing to the Contracting Officer for HCA approval.

(End of Clause)

FBI-0029 Public Release of Information (OCT 2024)

The FBI requires that contractors shall not divulge, publish, or disclose information or produce material related to the contract award, or acquired in or derived from the performance of their duties without prior written consent of the FBI.

For purposes of this Clause, "Information" shall include but not be limited to any or all written or spoken language or recordings made public, including: web sites or social media platforms, including X (formerly Twitter), Instagram, TikTok, etc.; publications, studies, books, and theses; photographs and videos/films; and public announcements and press releases describing any part of the subject matter of this contract or any phase of any program hereunder, except to the extent such information is:

1) already known to the Contractor prior to the commencement of the contract; or

2) required by law, regulation, subpoena or government or judicial order to be disclosed, including the Freedom of Information Act.

No release of information shall be made without the prior written consent of the Office of Public Affairs and/or the Contracting Officer of the FBI. Information should be sent to: mgolicz@fbi.gov. The FBI will make every effort to review proposed publications in a timely manner. Public disclosure of information without prior FBI approval could result in financial penalties or a termination for default of the contract.

Where appropriate, in accordance with established academic publishing practices, the FBI reserves the right to author/co-author any publication derived from this contract.

These obligations do not cease upon completion of the contract.

(End of clause)

Section 3 - List of Attachments

Identifier	Title	Number of Pages
1	Attachment 1_ERS_Enterprise GPU Servers for AI (17JUL26).pdf	
2	Attachment 2_IDIQ Pricing Schedule (Enterprise GPU Servers for AI).xlsx	
3	Attachment 3_Question Submittal Template (Enterprise GPU Servers for AI).xlsx	

Section 4 - Solicitation Provisions

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)		
This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov		
Provision	Title	Fill-ins (if applicable)
52.204-7	System for Award Management (Nov 2024)	
52.215-1	Instructions to Offerors-Competitive Acquisition (Nov 2021)	
52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services (Oct 2025)	
52.216-27	Single or Multiple Awards (Oct 1995)	

Provisions By Full Text

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov/far-overhaul
www.acquisition.gov

_____
[Insert one or more Internet addresses]

(End of provision)

2852.233-70 Protests Filed Directly with the Department of Justice (Nov 2023)

(a) The following definitions apply in this provision:
(1) “Agency Protest Official” (APO) means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)
(2) “Deciding Official” means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103(b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding Official.
(3) “Interested Party” means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
(b) Only interested parties may file a protest.
(c) An interested party filing a protest with the DOJ has the choice of requesting either that the Contracting Officer or the APO decide the protest.
(d) A protest filed directly with the DOJ shall:
(1) Indicate that it is a protest to DOJ.
(2) Be filed with the Contracting Officer.
(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
(5) Include the information required by FAR 33.103(d)(2):
(i) Name, address, facsimile number and telephone number of the protestor.
(ii) Solicitation or contract number.
(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
(iv) Copies of relevant documents.
(v) Request for a ruling by the agency.
(vi) Statement as to the form of relief requested.
(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
(viii) All information establishing the timeliness of the protest.
(e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a decision by the APO is final and not appealable.
(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
(g) Oral conferences may take place either by telephone or in person.
(h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
(i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.
(j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
(k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.

(l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.
(End of Clause)