



# CONTRACT HOLDER USER MANUAL(CHUM)

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# **General Overview**

The SEWP Contract is a dynamic set of contracts that enables the federal government to purchase the latest in IT equipment with ease.

The Contract Holder User Manual is designed to give SEWP Contract Holders practical guidance on how to use the SEWP contract to meet the needs of the federal government while maintaining the integrity of the contract and following the rules set forth by the SEWP program office. T

This manual also provides guidance on all requirements as it relates to Electronic Data and Report interchange, including:

- A detailed description of how to use the **Contract Holder Only Page** (CHOP) and its many tools
- Information to Help the Contract Holder stay informed on policy changes
- Guidance on reports to the SEWP Program Management Office (PMO) as required by their SEWP contract
- Guidance on providing quotes to the government
- Information on Performance Requirements to remain in good standing with the PMO
- Guidance on email communication between the Contract Holder and the SEWP PMO and communication between the Contract Holder and the government users

It is required that all quotes from all Contract Holders for any RFQs issued by the government through the SEWP Quote Request Tool pass through the Quote Tool on the CHOP. The CHOP should be the Contract Holder's primary tool in responding to customer's order changes and Request for Quotation RFQs.

This manual should be used to enhance the Contract Holder's experience while using SEWP. This manual will be updated periodically to remain in accordance with contractual and policy updates.

## **Contract Holder Personnel**

The Contractor Holder Program Office will consist of, at the very least, a designated Program Manager (PM) and Deputy Program Manager (DPM). The PM and DPM will serve as the main Points of Contact between the Contract Holder (CH) and the SEWP PMO. The POCs are responsible for ensuring all contractual and program requirements are fulfilled. The PM's & DPM's full contact information must be provided and maintained on the SEWP Home website and at the SEWP PMO.

The Program Manager & Deputy Program Manager must be dedicated solely to a single Contractor.

The Program Manager's duties are as follows, but not limited to:

- Attending annual SEWP Program Manager's meetings
- Ensuring all Contract Holder staff and partners are adequately trained
- Ensuring all reports are on time and accurate
- Respond to SEWP Program Requests in a timely manner
- Respond to SEWP customer issues in a timely manner and ensure an adequate resolution has been reached
- Sending all financial reports and quarterly payments to the SEWP PMO
- Granting CHOP access to all Contract Holder employees

## **Finance**

### **Administrative Handling Fee:**

The SEWP contract agreement A.1.26 Contractor Collection of Agency Administrative Handling Fee

An Agency Administrative Handling Fee, not to exceed **0.34%** of the total price of the delivery order, shall be applied to all orders under the SEWP VI contracts. The SEWP VI website will post the Agency Administrative Handling Fee percentage, and the Contractor shall be notified via email by the SEWP PMO. The handling fee collection shall be done in accordance with the procedures outlined below.

### **Contractor Responsibilities:**

(a) In providing quotations to agencies, the Contractor shall be responsible for including the SEWP fee within the total amount of the quote inclusive of all costs including handling, and travel costs. The fee may be rounded to the nearest whole dollar.

(b) The fee shall NOT be listed separately on quotes or orders. The fee must be included within the price of the quoted offerings.

(c) The fee will apply to all such orders. These include, but are not limited to, original orders, modifications to orders, etc. On modifications that reduce the original price of an order, a credit for the handling fee may be included in the new total amount.

- If a fee cap exists, the cap applies to each order and each separate modification to the original order. This includes any modification that exercises an option or provides additional funding. The fee cap is applied on an individual invoice basis

(d) The Contractor shall invoice the ordering agency for the entire amount of the order (including the handling fee).

(e) Quarterly, the Contractor shall be responsible for sending a payment to NASA/Information Technology Office, SEWP, Code LP013, reflecting the total administrative handling fee collected during that period. The Contractor will be only responsible for forwarding payment on handling fees invoiced and collected. The Contractor shall determine the timing of the initial quarterly payment. The payment is to be made via electronic methods payable to NASA/Goddard Space Flight Center, at the following website:

<https://www.nssc.nasa.gov/nssc-pay/>

(f) Coinciding with the payment, the Contractor must send an "Agency Administrative Handling Fees Collected" report electronically to the SEWP Program Office. The report must be an Excel Spreadsheet and include the SEWP Control Number (SCN) and/or Agency Order number, the Total Order Amount, and the administrative handling fee collected for each order reflected in the total payment. The report must be sorted by SCN or by Agency Order number. The report must have totals for the Total Order Amount and the Agency Administrative Handling Fee Collected. This report must be submitted electronically to [gsfc-dl-sewp-finace@mail.nasa.gov](mailto:gsfc-dl-sewp-finace@mail.nasa.gov). Reports should be submitted as described in the Contract Holder User Manual.

Before a Contract Holder processes their first electronic payment they must contact the SEWP Financial Department at and get their unique customer number. If you have any questions about the above process, please contact [gsfc-dl-sewp-finace@mail.nasa.gov](mailto:gsfc-dl-sewp-finace@mail.nasa.gov).

### Surcharge Statements

The Contractor Holder can run Surcharge statement reports at any time through the CHOP tools. This report shows all outstanding orders and partial payments that are showing due to the SEWP office. This Statement is to be used to reconcile your finance records with the statement and let the finance office know of any issues or corrections. **This statement is NOT an invoice and will not be an acceptable reason for your payment being late to the SEWP Office.** All individuals pulling reports of the CHOP must have a company email address. (example: no AOL, YAHOO or Gmail).

## Fee Calculation

The fee is not 0.34% of the total order amount which would mean SEWP is charging a fee on top of the fee. The 0.34% is applied against the total order amount minus the fee. So the percentage against the total order amount (including the fee) is 0.003388479170819215.

## Provider Submission Guidelines

1. Do not send in names of companies in all capitals.
2. Do send in the name of the company in the full form as the name of the parent company – you can usually find the official parent name at the bottom of the page or in the legal section.
3. Do not send in names of products as names of companies – i.e. Casecomplete is the software product. That should be entered as a searchable product name; not the company or alias name
4. Supply Chain Level are not required but encouraged. You do not need to have an identified relationship with a provider to offer their products. However, providing false information will result in an Information Distribution strike in program performance.

Supply Chain levels are as follows:

- i. **Manufacturer** - Contract Holder is the manufacturer of the products. The SEWP PMO will make this designation.(Contract Holders cannot set this designation using the Provider Tool)
- ii. **Authorized/Approved Reseller** - Contract Holder is an Authorized/Approved Reseller for all items produced by the provider, meaning that the provider is aware that the Contract Holder is selling product whether through direct sourcing from the Provider themselves or a second or third tier relationship that they provider is aware of. \*(Must provide Provider POC)
- iii. **Subset Reseller** - Contract Holder is an authorized reseller for a clearly identified subset of items produced by the provider. If you are only approved for a subsidiary company and not the parent company, you should use this designation as well. \* (Must provide Provider POC and used in conjunction with TR keywords)
- iv. The Contract Holder obtains the products from an unidentified or unknown source.

*\*Point of Contact must be identified and contact information provided.*

*\*\* Default Status*



5. Do not put http:// in front of URLs. If you look at the screen it lists http:// and then the text box – start with the address after the //’s, for example:
  - a. Company name requested: Serlio Software Development Corp. not CASECOMPLETE
  - b. Aliases are acceptable but do so in Initial capitals not all caps; e.g. correct alias: Serlio Software ; Incorrect alias: SERLIO SOFTWARE

Required Provider Fields:

- Company Name
- Parent Company’s Headquarters Physical Address
- Website URL
- Company Description

## **Variably Priced CLINs**

The following CLINs and their descriptions will be added to the Contract to cover non-product line items which have a varying price associated with them: When, utilizing these CLINs the quote must clearly state the dollar amount and fully describe the specific use of the CLIN for the given quote.

- 1) TRAVEL-Z: Travel expenses based on the current Government rates for per diem and transportation. Any other travel cost related to an order fulfillment e.g. installation, shall be negotiated on a per order basis. Travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46.  
Profit shall not be applied to travel costs. Contractors may apply indirect costs to travel in accordance with the Contractor’s usual accounting practices consistent with FAR 31.2.
- 2) CREDIT-Z: Credit Discount. Any credits such as trade-ins. This must always be quoted as a negative dollar amount and is the only contract line item that can be quoted as a negative amount.
- 3) DELIVERY-Z: Delivery Fee. See Section A.1.25 of your SEWP contract.
- 4) GOVERNMENTAL-Z: External Government imposed fees such as California Waste fee, tariffs, etc). Additional costs imposed by a Governmental entity not directly specific to the SEWP contracts. Detailed description must be included on the quote. Supporting documentation may be requested by the ordering agency as the ordering agency will assess the impact of the tax laws of its jurisdiction.
- 5) PURCHASECARD-Z: surcharge for Government payment using a Government Purchase Card or similar authorized credit card. Use of this CLIN must follow the requirements in A.1.43  
GOVERNMENT PURCHASE CARD
- 6) ODC-Z: Other Direct Cost. Supporting documentation may be requested.
- 7) Overhead-Z: Expenses directly related to the management of an order’s award. Supporting documentation may be requested.

- 8) GENERALADMIN-Z: expenses incurred in the day-to-day operations of a business. Supporting documentation may be requested.

## **Technology Refreshment (TRs)**

Technology Refreshments (TRs) are the process in which Contract Holders update their offerings on the SEWP contracts.

In order to provide technology refreshments to the Contract, the Contractor must be able to provide a technology refreshment report. The technology refreshment report will be provided via:

- 1) An email submitted to **TBD** or uploaded via the Contract Holder Only Page (CHOP) with the technology refreshment request in textual format (.txt). The text must follow a keyword - value format with predefined keywords. The keywords and values must be separated by an agreed upon delimiter ([ ]). When submitting, email should contain no other attachments, logos, html or social media links.
- 2) Other mutually agreed upon electronic format.
- 3) The format and required fields may be periodically updated.

TR requests can:

- Add products to contract.
- End-of-Life (EOL) products from contract.
- Increase or Decrease pricing
- Update product Description

TR requests must follow these limitations:

- No larger than 5,000 line items
- One regular TR a day
- Up to 10 Provider TRs a day. (2 during business hours 7:30 AM ET to 6:00 PM ET daily) A provider TR is a TR of 5,000 line items from one single provider
- If an item is excluded, TR may be sent in that day to fix the issues that caused the exclusion (e.g. to improve the description)

### ***TR Submissions Guidelines***

- 1) Multiple TRs a day should be limited to a reasonable number. Reasonable would be typically 1 to 2 regular TRs; 1 to 2 “fixer” TRs (e.g. to fix CLINs that were denied); and 1 to 2 “bundle” TRs (TRs containing only bundle).

- 2) Companies sending in more than a reasonable number of TRs a day will be monitored and notified if we find a pattern of unreasonable number of submissions. If a company, after notification that they are exceeding the reasonable TR limit, continues to do so, their TRs will only be processed at the rate of 2 per day – no matter how many they send in.
- 3) If you occasionally need to send in a third or even fourth TR, just do so. Point number 2, listed above, is for companies that continuously send in large numbers of TRs a day. Do not send us emails asking for permission to send in a TR because you forgot something, or for any other reason. Submit as needed. We will let you know if there is an issue.
- 4) Provider TRs (formerly Catalog TRs) during business hours, **7:30 AM ET – 6:00 PM ET** are limited to two (2). You are still allowed to submit ten (10) total for the day, however, the other eight (8) must be submitted between **6:00 PM ET – 7:30 AM ET**.
- 5) Consolidate your TRs and try to avoid any TR with one or two line items.

*(See Sample -1.A on page 24 for template, For a bundle TR See Sample -1.C on page 47)*

### **TR Tips**

TRs should be limited to a reasonable number. Reasonable would be typically 1 to 2 regular TRS; 1 to 2 “fixer” TRs (e.g. to fix CLINs that were denied); and 1 to 2 bundle-only TRS. Consolidate your TRs. Try to avoid any TR with one or two line items. Pick a time for your company to put all new CLINs together into one TR.

#### **Travel CLINs**

- Do not submit travel-related CLINs. Use TRAVEL-Z to quote travel.

#### **Delivery CLINs**

- Do not submit delivery-related CLINs. Use DELIVERY-Z to quote shipping or delivery charges.

#### **Training CLINs**

- The following information must be provided.
  - Class name or list of topics covered.
  - Length of class.
  - Number of students.
- The required information can be provided in the long description or through backup data.

#### **Labor CLINs**

- Labor rates must be added to the contract first.
- Labor rates must be either hourly or daily.
- CLINTYPE for labor rate CLINs must be “L”.
- Any labor CLIN for more than a day needs to be a bundle.

### **Labor Bundles**

- A statement of work (SOW) must be submitted to [chhelp@sewp.nasa.gov](mailto:chhelp@sewp.nasa.gov) and approved and the CLIN long description must contain a short statement of the work to be done. For minor work, the long CLIN description can be sufficient if detailed.
- Labor Bundle should then be submitted for the specific requirement.
- CLINTYPE for labor bundles is "S".
- BACKUPDATAFLAG should be set to the ticket number of the approved SOW (if necessary).

### **Maintenance CLINs, including non-returnable disks**

- If one product is being supported.
  - CLIN long description must contain the following:
    - Product supported.
    - Period of performance.
    - If price is not fixed, data must be provided that shows how the price was derived.
  - CLINTYPE must be "M".
- If multiple products are being supported.
  - Submit backup data containing:
    - Complete list of products being supported.
    - Period of performance for the support.
    - Detailed data that shows how the price was calculated.
  - When backup data is approved.
    - Submit CLIN for approval.
    - CLINTYPE must be "M".
    - BACKUPDATAFLAG should be set to the ticket number of the approved backup data.

*Non-returnable disk example:*

*Non-Returnable Disk Plus - (24) 800GB SSD Hard Drives for EF5X0 Enclosure - 36 Month Service - Media Retention*

### **Reinstatement Fees**

- Submit backup data containing:
  - Product(s) whose support has lapsed.
  - Period of the lapse.
  - Detailed data that shows how the reinstatement fee was calculated.
- When backup data is approved.
  - Submit CLIN for approval.
  - CLINTYPE must be "M".
  - BACKUPDATAFLAG should be set to the ticket number of the approved backup data.

### **End-of-Life (EOL) CLINs**

- To remove products from your contract submit the CLIN on your contract with the EOLDATE filled in.
- If you mistakenly EOL a CLIN it can be re-added via your TR.

### **Zero Dollar (\$0) CLINs**

- Contract Holders cannot quote a CLIN at zero dollars (\$0) if the CLIN has a contract price greater \$0. If you intend on quoting an item and there is already a version of that CLIN on your contract with a price, you will need to add a new \$0 version of that CLIN to your contract.

*\*When you are required to submit "What is covered?" by a CLIN i.e. maintenance serial numbers will not suffice. You must submit either the actual description of the product or the part number.*

### **Additional Tips**

- If a part has a variable price to it because of different configurations, support options, or other differences, then each time that part is added, you must use a new CLIN and the description must provide distinct and specific information indicating what the price is based on.
- You **CANNOT** have a CLIN on contract that you reuse for different configurations, pricing strategies, support options, etc. If we find that you are using a single CLIN to quote different pricing and instances of a variable priced part, you will receive a downgrade in contract adherence for each time you do so. Each CLIN must be distinct and priced based on a specific requirement.
- If you have a quantity – such as months or years of warranty – if possible, add a single unit CLIN and the set the bundle CLIN to indicate the quantity. This will reduce many denials we now send because of apparent pricing issues.

### **End of Life (EOL) all CLINs from a Single Provider**

In order to end-of-life (EOL) or remove, a single provider's entire set of CLINs from your contract a Contract Holder can submit a one CLIN TR with the CLIN listed as 'EOL-ALL-MFR' and identify the provider they desire to EOL in the provider keyword field. They must also include the EOL Date they want the products removed from their contract. *(See Sample 1.B - Page 46 for example)*

### **TR Responses**

<b>TR Responses</b>	<b>Meaning</b>
"Test TR Received..."	The TR has been received by our Test system if no issues are present and FORWARDNOERRORFLAG set to Y, TR will be forwarded to the production system. If errors present, they will be identified in this email.
"TR Received..."	The TR has been received by our production system and is in queue for review

"Possible Problem CLINS..."	Identifies CLINs they will face additional scrutiny during review. No action is necessary.
"TR Approved in Full..."	All CLINs on TR have been approved and have been added to your contract.
"TR Approved with Deletions..."	All CLINs <b>EXCEPT</b> the ones identified at the top of the email response have been added. Denied CLINs should follow the instruction given in the TR response for that specific CLIN.(i.e. submit for backup data, correct PROVIDER or CLINTYPE etc.
"TR Overwritten..."	No CLINs on the TR have been added to your contract. Review instruction for resubmission if you so choose.

## **Backup Data**

1. Send in your BACKUP DATA request to [chhelp@sewp.nasa.gov](mailto:chhelp@sewp.nasa.gov). CLINs requiring SOWs are as follows:
  - a. **Maintenance Bundle**– Any maintenance that includes a long list of items to be covered by the support. Please include the list of products covered, quantity and cost for each, maintenance level for each product, and period of performance.
  - b. **Labor Bundle** – reviewed for scope to ensure service provided falls within the SEWP scope.
  - c. **CLINs denied via TR**- submission should include denial email as well as supporting documentation as to why CLIN should have been approved.
  - d. **Provider backup data**- If a Provider has been denied or you are unsure if Provider is in scope, Contract Holders can submit back up supporting why provider/supplier should be added.
2. WAIT FOR THE SUBMISSION TO BE REVIEWED AND APPROVED BY SEWP. You will get an email response from SEWP to your SOW request that says "Approved". However, if more documentation is needed, it will be detailed in the response.
3. After your Backup Data request has been approved, send in your TR and set the backup data flag to include your ticket number. (Only the numbers after the hyphen are required)

*Example: **CASE 12345***

*On your TR include the following keyword as a separate line for the CLIN in question:*

BACKUPDATAFLAG[12345

*Failure to follow step 2 above will result in the entire TR being overwritten.*

*\*Pricing information provided to SEWP will not be shared with any additional parties\**

### **Backup Data Tips**

- If you are sending backup data in advance of a TR, please state that this is in advance of a TR.
- When an item is denied because the price is too high or because it needs backup data, please do not send us a quote you received from a manufacturer, distributor or partner unless there is more information in that quote than you provided on the TR. We are not concerned with the price that was quoted to you. We are reviewing if that price is within a similar range to others and/or if we can tell from the description how the price was derived. If the price is higher than others, you will need to provide an explanation (not a quote) as to why the price is higher. If we request backup data, we usually require more information – not a repeat of what was provided in the TR.
- If you are submitting a maintenance / warranty requirement for one or a small number of items, do not send backup data. Submit each instance as a separate CLIN and fully describe each CLIN. Then you can create a bundle, if necessary.
- If you have a large number of items (e.g. pages/spreadsheets of line items) to be warranted in a single bundle, then you can send backup data in advance for review and approval.
- If you are sending backup data in response to a TR denial, you are required to include the TR rejection email. If you do not do so, we will not review the backup until the rejection email is submitted.
- When submitting Backup data for a large dollar amount of services Contract Holders are required to submit written requirements that clearly document the services being requested by the customer. When Backup Data is requested by the PMO for large dollar amount CLINs, SEWP will not accept that the requirements were based on a phone call or conversation with the customer. The SEWP PMO will need to see the actual written requirements to ensure that what is being requested is in scope. Without the proper documentation the SEWP PMO will not approve the Backup Data in order for the CLIN to be submitted on your TR.

## **Email Addresses**

These are the emails to use for any correspondence you are to have with the SEWP Program Management office. Each address listed below has its specific function.

### **Email Address for Requests and Questions:**

[chhelp@sewp.nasa.gov](mailto:chhelp@sewp.nasa.gov) – Questions regarding SEWP procedures, policies, and orders.

**Email Addresses for SEWP Reports:**

**TBD – Submission of Technology Refresh**

[orders01@sewp.nasa.gov](mailto:orders01@sewp.nasa.gov) – Order receipt acknowledgement.

[sewporders@sewp.nasa.gov](mailto:sewporders@sewp.nasa.gov) – Order submission. (In the event a customer sends the Contract Holder an order without having sent it to the SEWP office first, the Contract Holders should email the customer and CC this email address with a copy of the order attached.)

## **Quote Request Types**

***Request-For-Quote (RFQ):*** Contains specific requirements. CLINs must be on contract at time of quoting, quote must include verification file. Generally results in an award.

***Request-For-Information (RFI):*** General in nature, does not have specific requirements. CLINs do not have to be on contract at time of quoting, verification file not required.

***Market-Research-Request (MRR):*** Customer is researching specific requirements. CLINS must be on contract at time of quoting, quote must include verification file.

### ***Sharing of Request information***

Government issued RFQs are not to be shared or “directly fed” to the public. They should only be provided to companies for whom you accept contractual and programmatic responsibility and oversight and with whom you have a business relationship in order to have them work with you and assist you in responding. Formal source selection for the SEWP contracts contained requirements that discussed the various “relationship” levels that are an important aspect of the SEWP Program. In addition, the Supply Chain Risk Management portion of the Program specifically addresses the different levels of the supply chain and reinforces the importance of “relationships” between a SEWP Contract Holder and Industry.

Your company is responsible for how the information you share is used and all actions by any companies related to those RFQs. If a company obtains a SEWP RFQ from you and uses that information for any reason other than to assist your company with a quote, your performance rating will be negatively affected. Examples of misuse would include but are not limited to contacting the customer without your knowledge and oversight, providing quotes or other information outside SEWP, questioning the customer on their requirements, requesting information concerning awards, contacting the customer post-award to complain about their selection, etc. All communications must be coordinated through and with your company.

Since the subject of sharing RFQs can be sensitive due to possible proprietary information, sensitive and/or classified requirements, etc. the SEWP Program is concerned about any “direct feeding” of RFQs



to the public and/or any fees that a SEWP Contract Holder may be charging to provide that direct feed service. The practice of not only direct feeding to the public, but of possible fee charging for this service can lead into legal, contractual, and program performance concerns if a Contract Holder is found doing so.

## **General SEWP Rules**

1. Contract Holders (CH) are required to have no less than one representative at every Program Manager's (PM) Meeting.
2. Two POCs should be listed on the SEWP website at all times for each Contract Holders, this includes the Program Manager and Deputy Program Manager. Each must have individual contact information, no email aliases.
3. For help questions, Contract Holders (CH) are to e-mail [chhelp@sewp.nasa.gov](mailto:chhelp@sewp.nasa.gov). CH sales reps should contact their PM first prior to using the chhelp email address.
4. If you receive Government contact information from the SEWP Program you cannot use that contact info to populate any marketing database. It can only be used for the purpose of corresponding with the customer on the matter at hand.
5. Do not in any form coerce, demand, or harass the customer about the date a Request (RFQ/RFI/MRR) closes.
6. Contract Holders can begin fulfillment of orders only after they have received the order, which has been assigned an SCN, from the SEWP PMO.
7. Customers may request that an order or modification be signed by the Contract Holder prior to the order being submitted to the SEWP PMO. Once the order is signed, the Contract Holder should send the order back to the customer who should then submit the order to the SEWP PMO. The Contract Holder shall not, under any circumstances, begin fulfillment of the order until they have received confirmation from the SEWP office that the order has been processed and assigned a SEWP Control Number (SCN). Processing an order or modification without it first being processed by the SEWP PMO will result in a Program Performance strike.
8. Once an RFQ has closed Contract Holders are allowed one business like contact of the customer to inquire about the status of an RFQ. Continued contact may be construed as harassment, and will result in a customer satisfaction strike in program performance.

9. If a customer sends you an order or modification to you, you are allowed to send the order to [sewporders@sewp.nasa.gov](mailto:sewporders@sewp.nasa.gov). You should not direct the customer under any circumstance to send the order to you directly.
10. As a prime Contract Holder your company is solely responsible for the fulfillment of the order regardless if you are utilizing sub-contractors to assist you in the complete fulfillment. All communication should be with the prime Contract Holder and you should be involved in every step of the process.

## **SEWP Quoting Rules**

1. When a request is issued via the Quote Request Tool(QRT) the contract holder must respond via the Contract Holder Only page(CHOP) with a quote in a an image file, MS Word, or Excel document or mutually agreed upon format. The quote must be accompanied verification file listing all CLINs quantities and prices matching exactly what was in the quote.
2. The SEWP Program Office has ZERO TOLERANCE for sending quotes outside the SEWP Quote tools when that is where the request originated. If the RFQ, RFI, MRR was issued through the SEWP Quote-Request-Tool, and if the customer requests a quote to be emailed to them, the SEWP Program will encourage the customer to use the "Request Updated Quote" Feature of the SEWP QRT.

If the customer asks for a revised quote you must tell them that you can only send them a revised quote through the SEWP system using the "Request-Updated-Quote" feature. Be clear with the customer that this does not reopen the RFQ. It is a process that allows SEWP to verify the CLINS on your quote are on contract and properly priced. But you cannot send a quote to them even if the customer has requested it. If the customer insists that they want a revised quote and will not re-open the RFQ, you only have 2 options:

- i. Decline to provide them a quote.
  - ii. Have the customer contact the SEPW PMO for further guidance at [help@sewp.nasa.gov](mailto:help@sewp.nasa.gov)
  - iii. Only if the customer requests a courtesy copy can you send them the quote via email, but it must match exactly what you have uploaded to the CHOP quote tool first.
  - iv. If this is a credit card micro-purchase and the customer contacted you directly for a quote and you provided a quote to the customer, then you can send them an updated quote via email even if they may have used the SEWP tools.
3. All quotes must indicate the period they are valid for.

4. The CLIN checker must be used on all CLINs, including the five variably priced “Z” CLINs: TRAVEL-Z, CREDIT-Z, DELIVERY-Z, GOVERNMENTAL-Z, ODC-Z, OVERHEAD-Z, PURCHASECARD-Z, and GENERALADMIN-Z.
5. If you quote it, you must be able to provide it.
6. Sales people are not to force customers to re-open RFQs or change Fair Opportunity selections.
7. Partial quoting is only allowed if indicated by the customer in their request. If you are unable to respond to the entire solicitation the Contract Holder must provide a no-bid for the opportunity.
8. Each individual item on a quote should be clearly marked with its Trade-Act-Agreement (TAA) status. Items whose statuses are unknown should be clearly marked as non-compliant.
9. Once an order has shipped, Contract Holders must provide the customer with the shipment tracking number.
10. “No bids” are not required but encouraged.
11. All questions, comments or other correspondence with customers during the RFQ process must only be through the Q & A feature; if the customer has turned the feature off, then and only then should the “Would Quote” option be used. Direct e-mails or phone calls to the customer during an RFQ will be considered a customer satisfaction strike, unless the customer initiated the correspondence or indicated clearly in their RFQ that direct communication was allowed.
12. If the customer selects Market Research Request (MRR) and there is no pricing information induced in the contract holder’s response. The contract holders should use the credit-Z CLIN at the price of Zero dollars (\$0) as their verification file submission. Ex. Credit-Z|\$0|1

## **Order Processing**

SEWP Contract Holders shall not begin fulfillment of an order until it has been assigned a **SEWP Control Number** (SCN) by the SEWP Program office.

The order or order modification (mod) should be submitted by the customer or contract holder to the SEWP PMO via fax (301-286-0317) or to [sewporders@sewp.nasa.gov](mailto:sewporders@sewp.nasa.gov).

Once received from the customer, SEWP will log the order and check that the order total matches the verification file at time of quoting.

If the total does not match or customer did not use quote request tool, the Contract Holder will be required to provide an updated or new **verification file**\* via order review tool on the CHOP (Contract Holder Only Page).

## SEWP Order Process

1. Customer or Contract Holder submits orders to SEWP Program via email ([sewporders@sewp.nasa.gov](mailto:sewporders@sewp.nasa.gov)) or via fax 301-286-0317.
2. SEWP PMO enters order into system and assigns the order a case number.
3. If an RFQ number is provided with the order, the CLIN list provided by the Contract Holder during quoting is re-verified against the order total and assigned a SEWP Control Number (SCN).

*\*If the totals do not match or the RFQ number is not provide the Contract Holder will have to reenter the CLIN verification file using the CHOP order tool, within one(1) business day. An SCN will not be assigned until the CLIN list is verified. (A CLIN list is required for all new orders and order modifications that change the dollar amount of the order)\**

4. Once the order has been verified the Contract Holder is sent an email that an order has been entered by the SEWP PMO
5. The Contract Holder must then acknowledge receipt of the order by replying directly to the order email, or using the "Mark as Received" button on the CHOP, within one (1) business day.

The following Information is required for each order:

- Date of order
- Signature (direct, electronic, or implied through pre-approved method) of authorized Government Ordering Official;
  - Contracting Officer for Order
  - Credit Card Holder Name for credit card orders
- Name and phone number of authorized Government Ordering Official
- Name of Issuing Agency
- Name of Ordering Agency (if different from Issuing Agency)
- Order Number
  - Unique order number for the Ordering Government entity - Ordering Agency determines the Order Number
- Contractor Name and SEWP Contract Number
- Appropriation and accounting data
- Billing and Invoice Address
- Shipping Address
- SEWP CLINs (Contract Line Item Numbers) and product descriptions to be delivered
- Total order amount
- Additional mutually agreed upon Terms and Conditions, Statement of Work, etc.
- Period of performance for any associated services

## CLIN Verification Reports

Prior to the assignment of an SCN and therefore prior to the contractor processing an order, Contractors are required to supply to the SEWP PMO a CLIN Verification file that matches the

product and price information on the order and/or mod. The following information is required in the verification file:

- a. Unique identifier (if the verification file is associated with a quote provided in the SEWP Quote Request Tool, this will be the SEWP RFQ Number)
- b. For each item ordered: CLIN, unit price, quantity

The total of the items listed in the verification file must equal the total amount of the order.

For order modifications/updates, a new verification file must be provided that includes all information associated with the original order and all subsequent modifications to date.

To avoid delays, contractors can submit verification files at the time of a quote, even if the quote is provided outside the SEWP on-line Quote Request Tool.

If a contractor has not provided a verification file or the total in the verification file does not equal the order amount, the order will not be assigned an SCN and cannot be processed until a verification file that matches the order is provided. Any resultant delay will count against the contractor's delivery performance if the reason for the delay is caused by the contractor.

*(See Sample -2 on page 48 for template)*

#### Order Status Updates

Contractors are required to supply to the SEWP PMO an order status report via the CHOP within two business days of a status change to an order. Contract Holders are responsible for managing status of deliverables/services, to include Period of Performance and/or estimated ship date. Status changes include, at least, the following changes:

- a. Update to expected delivery date
- b. Ship date
- c. Proper order status (i.e. Pending, Reviewing, etc.)

## **Ordering Guide**

The Contractor shall publish an electronic ordering guide suitable for downloading and printing by SEWP customers. The guide shall be available prior to placement of the first delivery order after contract award. Updated versions shall be available no later than 10 business days following each contract modification. The ordering guides should contain the following components:

- 1) Program support information including:
  - a) How to obtain a quote for hardware, software, or services, including names, telephone numbers and email addresses of appropriate sales representatives.

- b) Policy and procedural information regarding installation, basic warranty, extended warranty, technical support, software support, and other post-delivery issues. This will include the names, telephone numbers and email addresses of appropriate support staff.
  - c) How to troubleshoot a problematic order including names, telephone numbers and email addresses of appropriate support staff.
- 2) Overview information about the Contractor and the SEWP contracts.

*\*There is no defined template.*

## **Debrief Guidance**

Once an RFQ has closed Contract Holders are allowed business like contact of the customer to inquire about the status of an RFQ. Continued contact may be construed as harassment, and will result in a customer satisfaction strike in program performance.

- Orders less than \$6 Million
  - Post-award debriefs and award notification are at the Issuing Agency's discretion
  - Quote Request Tool includes *optional* Award Notification function
- Orders of \$6 Million or more
  - Post-award debriefs shall be provided upon request
  - Contracting Officer shall notify unsuccessful bidders
- Protests (FAR 16.505(a)(10): No protest under subpart 33.1; except
  - Protests that the order increases the scope, period, or maximum value of the contract
  - Orders over \$10 Million for agencies other than NASA, DOD, USCG
  - Orders over \$25 Million for NASA, DOD, USCG

## **Customer Requirements/Quotes Outside of the QRT**

SEWP does not review or control information and processes defined by our customers during Request for Quote (RFQ)/Quote interactions.

Some customers, due to concerns about the transmission of classified/sensitive data, utilize a different mechanism from the normal Quote Request Tool (QRT)/CHOP process. For example, if the customer has a classified/sensitive request for which they are obtaining SEWP quotes, the SEWP process allows the customer to notify Contract Holders via the QRT or another mechanism of their choice. This helps the customer directly and securely submit that material to the Contract Holders via their own agency method.

If you receive an RFQ that requires a direct response to the customer to obtain a Statement of Work or Bill of Materials, follow the directions as provided by the customer to obtain that information and submit your quote by the method they have identified. All CLINs on that quote must still be on your SEWP contract. If they require you to submit any documentation via SEWP that verifies you have submitted your quote to them through the means they have identified, submit that documentation via the CHOP and include a verification file that uses CREDIT-Z, Quantity 1, \$0.00.

## **Excessive Discounts**

The SEWP PMO reviews orders where SEWP has determined an unjustified excessive discount was given based on the contract holders SEWP price. Oftentimes contract holders are giving discounts upwards of 90%, or using CLINs as ceiling CLINs, which means the Contract Holder is adding the CLIN at high price and then quoting various prices for the same CLIN on multiple orders, both of which are not allowed.

The SEWP PMO will assess program performance penalties for contract holders using ceiling CLINs and contract holders who are frequent offenders of excessively discounting CLINs. Any contract holder found using ceiling CLINs will receive an automatic downgrade in contract adherence for each individual instance of ceiling CLIN and the CLINs will be immediately End-of-Lifed (EOL'd) from your contract. For contract holders receiving e-mails from the SEWP PMO with more than 3 orders a week where CLINs are excessively discounted the contract holder will receive a strike in contract adherence.

However, the SEWP PMO does understand there may be times where a contract holder may have special or registered pricing for an order that is a justified reason for offering such a discount. If you are contacted by the SEWP PMO for an excessively discounted CLIN(s) on an order and inform the SEWP PMO that this is a registered deal, SEWP will allow the discount to remain, but the CLIN can only be quoted once for that particular order and should not be found on any other orders. If the SEWP PMO can identify the CLIN being quoted multiple times then that indicates to the SEWP PMO this particular CLIN is not a "registered" deal and you will need to add a separate CLIN for each instance of that part number.

Once you are contacted by our office and it is determined you will need to add a new CLIN to your contract you will need to complete that process within the time specified in the email which is three (3) business days. Failure to respond will result in a contract adherence strike. Since the quoted price and description are not changing, a modification for the order will not be necessary. The SEWP PMO will require you to add a new contract CLIN priced for the unique opportunity and submit a verification file for the order using the newly added CLIN. Remember, the process is not complete until you have uploaded a new verification file via the CHOP Order Review tool for the order.

For clarification, a part number is the Original Equipment Manufacturer (OEM), also known as the Provider, part number unaltered. For example, an OEM may have one part number that they use to identify a certain model of laptops. That part number can be on your contract multiple times to represent several different configurations of that particular laptop configuration. However, each unique configuration must be represented on your contract as its own separate CLIN. The same goes for maintenance, every unique iteration of maintenance or support on your contract should be represented

by its own unique CLIN, whether it is a different Period of Performance (POP) or level of service, the CLIN must be unique. Bundle CLINs are also subject to excessive discount review. Bundle CLINs should be added at a reasonable price which is equal or less than the total of the individual CLINs.

Many contract holders have asked, "What constitutes excessive?" There is no set percentage; but consider what a reasonable person would consider excessive. Clearly a 10% discount is ok. Even a 30% discount may not be excessive. But if it is 75% or 95%, then the price being quoted does not reasonably match the reality of the initial (contract/SEWP) price.

### **Additional CLIN Guidance**

- When quoting option years, each year should be represented by its own CLIN.
- Contract holders should not add or quote service CLINs with small dollar amounts (i.e. \$1.00) and use quantities to affect the price - service CLINs need to be added and quoted at the full extended/total price with a quantity of 1.
- If you have an order with several option periods, SEWP would advise against EOL'ing any CLINs from the base or previous periods if the order still has open options years the customer may wish to exercise at a later date.

## **Credit Card Policy**

The contract holder must accept payment via EFT and Government Purchase card or other Agency approved credit card payment regardless of the order size. If a credit card surcharge is applicable, the quote must clearly state such including the amount to be charged. The credit card surcharge is to be quoted using the **PURCHASECARD-Z CLIN**. If the quote did not specify the surcharge, the surcharge cannot be added after the quote is submitted. Purchase card surcharges are regulated by the appropriate State authority.

The following limitations apply to imposed credit card surcharges:

- The surcharge amount is limited to the specific and negotiated acceptance rate of a contract holder and the networks; meaning that contract holder is not allowed to profit from choosing to assess surcharges. For example, if a contract holder's negotiated acceptance rate with VISA and MasterCard is 3%, the contract holder is allowed to impose a surcharge of no more than 3% of the total transaction value. Please note that the total surcharge rate a contract holder can impose cannot exceed 4% in any State.
- Contract Holders are prohibited from imposing different surcharge amounts for different networks. For example, a contract holder cannot impose a 3% surcharge for a VISA or MasterCard network product and a 2% surcharge for a non-VISA or MasterCard network product. In this example, the contract holder would only be able to add a surcharge of up to 2% for all charge cards and credit cards accepted.



- Contract Holders must provide the SEWP Program Office with their surcharge percentage which will then be posted on the SEWP Website.

## **Prohibited Technology**

There are list of technologies that have been prohibited from purchase against the SEWP contracts. Any attempts by a Contract Holder to quote this technology against its SEWP contract will result in an immediate downgrade in contract adherence. The list is as follows:

- AO Kaspersky Lab
- China Mobile International USA Inc.
- China Telecom (Americas) Corp.
- Pacific Network Corp/ ComNet USA, LLC
- China Unicom (Americas) Operations Limited
- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

Contract Holder should also follow guidance as outlined in Section 889 of the 2019 National Defense Authorization act.

If you have any questions regarding this list or are unsure of a product please contact [chhelp@sewp.nasa.gov](mailto:chhelp@sewp.nasa.gov).

## **Sensitive/Classified Information**

Any classified, **Personally Identifiable Information** (PII) or other **For Official Use Only** (FOUO) documents should be transmitted outside of the SEWP tools through a secure methodology as decided upon between the Contract Holder and Issuing Agency.

There is a minimal amount of information needed to be provided to SEWP in these situations. The amount of the order, some indication as to what is being purchased, a point of contact, an agency and

who the Contract Holder is. If any of that info falls under classified data, please contact the SEWP PMO for further instruction

## **Atlassian Marketplace Guidance**

The Atlassian Marketplace is a platform for Atlassian customers to discover, try, and buy apps for Atlassian products. SEWP will no longer allow these applications to be added to contract with Atlassian as the Provider. Instead, CHs will need to associate all Atlassian Marketplace CLINs with the company that has developed them. Since SEWP realizes many of these companies only develop software applications for Atlassian products, we are defaulting “A” statuses for Contract Holders that are Atlassian approved resellers. The POC for these defaulted statuses is the SEWP PMO. This defaulted status will only apply to Atlassian Marketplace Providers that SEWP has deemed as a company whose purview does not go beyond the development of software applications.

## **UNSPSC Codes**

To properly identify products and services all CLINs in the SEWP database of record must have an associated United Nations Standard Products and Services Code (UNSPSC) code. The United Nations Standard Products and Services Code® (UNSPSC®), managed by GS1 US® for the UN Development Programme (UNDP), is an open, global, multi-sector standard for efficient, accurate classification of products and services. Full information concerning UNSPSC is located at: <https://www.unspsc.org/>. A full list of all currently identified in-scope UNSPSC codes for in-scope offerings will be made available for download via the SEWP website and Contract Holder Only Page (CHOP). As the UNSPSC keyword database and ICT/AV technology evolves, the provided list will be updated. Note that within the full list:

- 1) Column “SEWP Notes” provides key information such as whether a given code is restricted to offerings as part of an in-scope solution. For example, hand tools are in-scope only if purchased as part of a networking solution.
- 2) UNSPSC coding has cascading 4 2-digit identifiers for an 8 number value. The first two digits identify the Segment, e.g. 43 is for “Information Technology Broadcasting and Telecommunications”; the second two digits identify the family; e.g. 21 is for “Computer Equipment and Accessories”; the third identifies the Class; e.g. 15 is for Computers; and the last two identifies the commodity; e.g. 09 is for “Tablet computer”. The full identifier for a Tablet computer, therefore, is 43211509.

*(See list of valid UNSPSC codes to date – Exhibit 1 on Page 49)*

Where applicable, the SEWP Provided list shows the highest level for which all UNSPSC codes are in scope. For example, 43000000 is indicated since all technology starting with 43 (“Information Technology Broadcasting and Telecommunications”) is in scope is indicated in the SEWP Notes column.

Contract Holders are required to maintain the accuracy of the UNSPSC codes as it relates to their contract.

# **Contracting Requirements**

## **Assignment of Claims (See FAR 32.802(e))**

Assignment of Claims can be processed at the Contract or the Delivery Order level. The Assignment would apply to all Orders under the Contract if processed at the Contract level. At the Delivery Order level, the Assignment would be for the specified Order and would be processed and approved by the Issuing Contracting Officer (CO)

If approved, a contract modification will be issued by the SEWP Contracting Officer to change the payee information. If a contract modification is not completed, the information in the Federal Procurement Data System (FPDS) will not be updated, thus preventing proper payment.

As a Contract Holder you are responsible for:

- The assignee sends a written notice of assignment together with a true copy of the assignment instrument to the—
  - (1) SEWP Contracting Officer (CO);
  - (2) Surety on any bond applicable to the contract; and
  - (3) Disbursing officer designated in the contract to make payment.
  - (4) Supply a True Copy of the assignment and the original notice of assignment for the contract file.
  - (5) Provide two copies to the Disbursing Office and a copy to the assignee.

The SEWP Contracting Officer will sign the Notice and return it, **(please include a self-addressed envelope or a FedEx/UPS) label. Payments will be processed to the contractor's Bank/Trust Company/ or other financing institution, including any Federal lending agency Tax Identification Number associated with the assignment of claims.**

## **Approved Contractors**

The SEWP contracts are for use by NASA, all Federal Agencies including the Department of Defense and authorized support service Federal Agency contractors. Any Government Contracting Officer or duly authorized representative is authorized to place delivery orders

against the contract. Support Service Contractors may be approved by their Government Contracting Officer to purchase from the SEWP Contracts on behalf of the Government.

Contract Performance Assessment Reports (CPARs) SEWP contracts are not subject to CPARs in its entirety. However, Delivery Orders that meet the Simplified Acquisition Threshold (SAT) are subject to CPARS. Issuing Contracting Officers shall prepare an evaluation of Contractor performance for each Order that exceeds the SAT placed against a SEWP contract.

Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for **contracts and orders** for supplies, services, research and development, and contingency operations, including contracts and orders performed inside and outside the United States. Issuing Contracting Officers shall prepare an evaluation of contractor performance for each order that exceeds the simplified acquisition threshold that is placed under a Federal Supply Schedule contract or placed under a task-order contract or a delivery-order contract awarded by another agency (i.e., Government-wide acquisition contract or multi-agency contract).

Agencies are required to prepare an evaluation if a modification to the order causes the dollar amount to exceed the simplified acquisition threshold.

## **Contract Modifications**

The following Contract Holder changes require a contract modification to be completed by the SEWP Contracting Officer prior to fulfilling any additional SEWP delivery orders such as, but not limited to:

- Contractor Novation/Name Change (See Novation Procedures)
- Change of Address
- Cage Code
- DUNS Number
- Assignment of Claims( See Assignment of Claims Procedures)

Contact the SEWP Contracting Officer for clarification if there is uncertainty or questions regarding those changes that require formal contract modifications.

## **Debarment/Suspension**

Contracts will be assessed annually in accordance with FAR Part 9.405-1-Continuation of Current Contracts.

In the event a Contract Holder is debarred, suspended, or proposed for debarment, as defined in the exclusion information listed in SAM, said Contract Holder will be excluded from receiving delivery orders, and agencies shall not solicit offers from, award delivery orders to, or consent to subcontracts with the contractor.

The suspended/debarred company may continue to perform on an existing delivery order, but cannot increase or accept work on any Delivery Order.

The SEWP Program Office will remove said Contract Holder's ability to view and respond to any open Request for Quotes (RFQs), or receive any additional award in accordance with the exclusion information in SAM.

## **Delivery Orders with Options (DOWOs)**

SEWP has the ability to be used for **Delivery Orders with Options** (DOWOs) and along with the Fair Opportunity procedures in **FAR Part 16.505(b)**, some of the functionality related to Purchase Agreements can be applied to the SEWP process. This functionality is as follows:

If an Agency has a requirement to purchase a set of known in-scope items and products but is uncertain of the timing of those purchases, a **Request for Quote** (RFQ) can be submitted using Fair Opportunity guidelines to one or more SEWP Contract Groups; The Agency may award one or more Delivery Orders based on the quotes received. The initial base Delivery Order would establish the products/product solutions and price for those products quoted. The maximum time for the existence of this order and any instructions for exercising options / placing option calls against the original quote and initial Delivery Order should be noted in the initial order;

Agency officials may then follow the procedures as stated in the base Delivery Order to place orders against the initial quote. This is per the FAR Part 16 exception to Fair Opportunity for logical follow-on to a Delivery Order, which was itself awarded based on Fair Opportunity;

Any substantive change to the initial quote and subsequent base Delivery Order, such as increasing the scope of products quoted, would require a renewed Quoting and ordering cycle including issuing a new RFQ following Fair Opportunity procedures;

The base and option years cannot exceed 5 years in duration.

The actual usage and set-up of the base Delivery Order is the Issuing Contracting

Officer's responsibility. Typically, the base order is set up with an initial Delivery Order listing the products/solutions and prices included in the awarded quote. Subsequent Delivery Orders are issued options either as modifications or calls against the base order.

## ESRS Reporting

Other than Small Contract Holders shall comply with the reporting requirements by submitting one **Summary Subcontracting Report (SSR)** annually by October 30 for the twelve months in eSRS, for all contracts covered by its commercial plan. This report will be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. Review and approval/rejection of the SSR is based on the CH's ability to meet its socio-economic goals as specified in the approved sub-contracting plan. When an SSR is rejected, the contractor is required to submit a revised SSR within 30 days of receiving the notice of SSR rejection.

Follow instructions as provided at: <http://www.esrs.gov>.

Comply with the reporting requirements by submitting one **Summary Subcontracting Report (SSR)** in eSRS, for all contracts covered by its commercial plan. This report will be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. The report shall be submitted within 30 days after the end of the Government's fiscal year.

Reports are due annually- October 1-October 30.

Follow instructions as provided at:

<http://www.esrs.gov>.

## End-User License Agreements

### 52.212-4(u) Unauthorized Obligations

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

- (i) Any such clause is unenforceable against the Government.

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

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

## **Limitations on Subcontracting**

The clause at FAR 52.219-14 is contained in the basic SEWP contracts for small businesses. The rule states that for small businesses awarded a set-aside contract, the prime Contract Holder will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities . Any work that a similarly situated entity further subcontracts will count towards the Prime’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract. However, on SEWP, this clause is applied at Delivery Order (DO) level and the following reporting requirement applies at the contract level.

Compliance - Contract Holders must provide written certification to the SEWP Contracting Officer annually on October 30th from the date of contract award, that they certify compliance with this rule. Failure to submit timely will result in a negative impact to CHs Program Performance.

## **NAICS Codes**

The eligible NAICS Codes in scope for SEWP VI is defined in the contract’s terms and conditions Section A.1.34 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) & NAICS CODES WITHIN SCOPE. The Ordering CO has the responsibility to determine which predominant NAICS code applies to a task order solicitation, whether the task order is unrestricted or set-aside, including the type of socio-economic set-aside if applicable, and whether the solicitation is sole-source or competitive. NAICS Codes



automatically flow down from the basic contracts and populate the Federal Procurement Data System regardless of the NAICS Code assigned at the delivery order level.

**Category A: ITC/AV (Information Technology, Communication and Audio Visual)– Solutions**

<b>NAICS</b>	<b>Description</b>
325910	Printing Ink Manufacturing
325992	Photographic Film, Paper, Plate, and Chemical Manufacturing
334111	Electronic Computer Manufacturing
334112*	Computer Storage Device Manufacturing
334118	Computer Terminal and Other Computer Peripheral Equipment Manufacturing
334210	Telephone Apparatus Manufacturing
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing
334290	Other Communications Equipment Manufacturing
334310	Audio and Video Equipment Manufacturing
334419	Other Electronic Component Manufacturing
334510	Electromedical and Electrotherapeutic Apparatus Manufacturing
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing
334610	Manufacturing and Reproducing Magnetic and Optical Media
335139	Stage Lighting Equipment Manufacturing
335311	Power, Distribution and Specialty Transformer Manufacturing
335313	Switchgear and Switchboard Apparatus Manufacturing
334515	Battery testers, electrical, manufacturing

335921	Fiber Optic Cable Manufacturing
335929	Other Communication and Energy Wire Manufacturing
335931	Current-Carrying Wiring Device Manufacturing
335932	Noncurrent-Carrying Wiring Device Manufacturing
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing
337214	Office Furniture (Except Wood) Manufacturing
339112	Surgical and Medical Instrument Manufacturing
512191	Tele production and Other Postproduction Services
512290	Other Sound Recording Industries
513210	Software Publishers
516210	Subscription Services, Video On Demand, Television Networks
517111	Wired Telecommunications Carriers
517112	Wireless Telecommunications Carriers (except Satellite)
517410	Satellite Telecommunications
517121	Telecommunications Resellers
518210	Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services
519290	Web Search Portals
541330	Engineering Services
541513	Computer Facilities Management Services
541519	<b>Other Computer Related Services</b>
541990	All Other Professional, Scientific and Technical Services
611420	Computer Training
811210	Electronic and Precision Equipment Repair and Maintenance

**Category B: Enterprise-Wide ITC/AV Service Solutions & Category C: ITC/AV Program Level Services**

<b>NAICS</b>	<b>Description</b>
518210	Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services
519290	Web Search Portals and All other Information Services
541330	Engineering Services
541430	Graphic Design Services
541490	Other Specialized Design Services
541511	Custom Computer Programming Services
541512*	Computer Systems Design Services
541513*	Computer Facilities Management Services
541519*	Other Computer Related Services
541614	Process, Physical Distribution, and Logistics Consulting Services
541618	Other Management Consulting Services
541690	Other Scientific and Technical Consulting Services
541990	All Other Professional, Scientific, and Technical Services
561621	Security Systems Services (except Locksmiths)
611420	Computer Training

\*= NAICS Codes that require to use of Ability One as subcontractors

## **Novation and Change of Name Agreements**

Many Contract Holders have contracts with multiple Federal Government Agencies. There should be only ONE Agency that prepares and executes the Novation/Change-of-Name Agreements. This is a coordinated action and the SEWP Contracting Officer (CO) should be notified if another

agency is processing the Agreement.

Novation/Change-of-Name Agreements are changes that require a modification to the contract. Sending an email or contacting SEWP Helpline will not suffice. No changes in System for Award Management (SAM), the Websites, logo etc. can be done until a contract modification has been processed.

The information in the contract modification must be the same as provided in SAM. Failure to comply may result in program performance infractions. Requesting a Change of Name whereby all other terms and conditions remain unchanged and in full force requires Contracting and Legal review and approval.

## **Novation Agreements**

41 U.S.C. 6305 prohibits transfer of Government contracts from the contractor to a third party. FAR 42.1204 sets forth processes and requirements for a Contract Holder to request that the Government recognize a third party as the successor in interest to the contract.

As provided in FAR 42.1204, these requests will only be considered when the novation is in the Government's interest. In addition, the third party's interest in the contract must arise from transfer of: (1) all the contractor's assets; or (2) the entire portion of the assets involved in performing the contract. A Contract Holder must include all of its SEWP contracts in any novation request to satisfy these requirements.

If a Contract Holder wishes the Government to recognize a successor in interest to its contracts, the Contract Holder shall submit a written request to the responsible Contracting Officer for evaluation. This request must include all components identified in FAR 42.1204(f) before it will be processed.

See FAR 42.1202 which addresses Responsibility for Executing Agreements.

*Please Note: The processing and review time for a novation request is lengthy and can take up to several months to complete. Some requests may require multiple submissions, leading to additional rounds of review. Each case is different and will be processed accordingly.*

## **Agreements**

Requesting a Change of Name whereby all other terms and conditions remain unchanged and in full force requires Contracting and Legal review and approval.

### ***NOTE: Novation and Change of Name Agreements***

Many Contract Holders have contracts with several Federal Government Agencies. There should be only ONE agency that prepares and executes the Novation/Change-of-Name Agreements. This is a coordinated action and the SEWP Contracting Officer (CO) should be notified if another agency is processing the Agreement.

Novation/Change-of-Name Agreements are changes that require a modification to the contract. Sending an email or contacting Chhelp will not suffice. No changes in SAM, the Website, logo etc. can be done until a contract modification has been processed.

The information in the contract modification must be the same as provided in SAM. Failure to comply may result in program performance infractions.

### **Small Business Jobs Act of 2023**

The Small Business Jobs Act of 2023 permits agencies to make commitments to set aside orders, or preserve the right to consider set-asides when the “rule of two” is met. Since the basic SEWP contracts contain the Small Business Jobs Act clauses, if two or more specific socio-economic designations are present in a category, an Issuing Contracting Officer can set- aside a delivery order to that specific socio-economic designation.

The issuing Contracting Officer should state in the Request for Quotation (RFQ) and resulting delivery order award what process will be used—*e.g.*, automatic application of order set-asides or preservation of right to consider order set-asides. These alternatives will maximize agencies’ flexibility in exercising their discretion to determine when and how best to use set-asides under multiple award contracts.

### **Subcontracting Plan**

A commercial plan (as defined in 19.701) is the required type of subcontracting plan for contractors furnishing commercial items. Once a contractor’s commercial plan has been approved, the Government shall 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 item. The contractor shall-

(1) Submit the commercial plan to either the first Contracting Officer awarding a contract subject to the plan during the contractor’s fiscal year, or, if the contractor has ongoing contracts with commercial plans, to the Contracting Officer responsible for the contract with the latest completion

date. The Contracting Officer shall negotiate the commercial plan for the Government. The approved commercial plan shall remain in effect during the contractor's fiscal year for all Government contracts in effect during that period;

(2) Submit a new commercial plan, 30 working days before the end of the Contractor's fiscal year, to the Contracting Officer responsible for the uncompleted Government contract with the latest completion date. The contractor must provide a plan to each Contracting Officer responsible for an ongoing contract subject to the plan, and the identity of the Contracting Officer that will be negotiating the new plan;

(3) When the new commercial plan is approved, provide a copy of the approved plan to each Contracting Officer responsible for an ongoing contract that is subject to the plan.

(4) Submit a Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

Subcontracting Plans are provided annually and must be submitted 30 working days before the end of the Contractor's fiscal year. Failure to provide the Plan within the required timeframe will affect a Contract Holder's Performance rating.

*(See Subcontracting Plan requirements at FAR 19.704)*

*(See Sample -3 on page 66 for template)*

## **System for Award Management (SAM)**

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registry (CCR) /Federal Agency Registration (FedReg), Online Representations and Certifications Applications (ORCA), and Excluded Party List System (EPLS).

All Contract Holders are required to keep all company information recorded in the SAM database up to date. If the information is incorrect or out of date, it will affect the Contract Holder's ability to receive new orders. Information will be checked monthly for accuracy, failure to keep information up to date may result in program performance infractions.

To update or review SAM information, please visit the following website: [www.sam.gov](http://www.sam.gov)

Effective December 22, 2024 it is mandated that all SDVOSBs must be SBA Certified to be eligible to receive SDVOSB concern credit. Issuing agencies will no longer recognize SDVOSBs that are self-certified for the purpose of this.

## **Re-representation (5 Year)**

FAR Part 19.301-2 requires small businesses who were awarded long term contracts (5 years in duration or longer, including options) to re-represent its size status for the North American Industry Classification System (NAICS) by updating their Representations and Certifications in System for Award Management (SAM) before the end of the 5<sup>th</sup> year of the contract's period of performance.

After a Contract Holder re-represents that it is other than small in accordance with [52.219-28](#), the agency may no longer include the value of options exercised, modifications issued, orders issued, or purchases made under blanket purchase agreements on that contract in its small business prime contracting goal achievements. A modification to the contract capturing the re-representation will be issued and reported in the Federal Procurement Data System (FPDS) within 30 days after notification of the re-representation." A change in size status does not change the terms and conditions of the contract."

- The Contractor Holder affected by the re-representation will remain on the contract and can compete in full and open competitions, but will not be able to compete in small business set aside awards.

## **Trade Agreements Act**

Contract Holders must ensure that all items offered are identified as either compliant or non-compliant with the Trade Agreements Act at the time of quote. The Trade Agreements Act (19 U.S.C. 2501, et seq.) is the enabling statute that implements numerous multilateral and bilateral international trade agreements and other trade initiatives. Since the estimated dollar value of each SEWP Contract exceeds the established Trade Agreements Act (TAA) threshold, all products are subject to the TAA.

In accordance with the TAA, only U.S.-made or designated country end products shall be purchased under SEWP contracts unless an exception exists and is documented by the Issuing Contracting Officer as noted in FAR 25.401. Otherwise, the Issuing Contracting Officer must follow the Procedures as outlined in "FAR 25.408 Procedures".

### ***Trade Agreements Act Certificate***

The certificate is applicable at the contract level and may not be applicable to each Delivery Order. Each Issuing Contracting Officer must conduct due diligence in making

the determination on the applicability of the Certificate. If a certificate is required for a specific delivery order, the Issuing Contracting Officer will request it during the Request for Quote (RFQ) period.

## VIP Database

The Veteran's Administration (VA) requires that any Contract Holder representing themselves as Service Disabled Veteran-Owned Small Businesses (SDVOSBs) be registered in the Vendor Information Pages (VIP) Database (<http://www.VetBiz.gov>).

For assistance with registration, please visit, <http://www.vetbizresourcecenter.com/index.html>. Failure to register in this database will most likely result in Contract Holders not being able to receive awards that are set-aside for SDVOSBs. Once the SEWP Contracting Officer receives confirmation from a Contract Holder stating registration and approval, the information will be verified and posted on the SEWP website.

## Contract Holder Off-Ramp

Per the contract clause A.1.41: NASA reserves the right to **Off-Ramp** under-performing Contractors. Contractors that are Off-Ramped have no active task orders under their SEWP Contract at the time of the Off-Ramping. All attempts for corrective action will occur with the SEWP PMO while the contractor is in Dormant status. Contractors under more than one SEWP Category will only be Off ramped from the SEWP Category where the under-performance issues have occurred. Off-ramping methods may result from one of the following conditions:

1. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under SEWP
2. Responsibility Determination IAW FAR 9.104
3. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
4. Contractor who fails to meet the requirements of performance, deliverables, or SEWP compliances (Attachment C).
6. Lack of activity with no orders within the last 12 months
7. Taking any other activities which may be permitted under the SEWP terms and conditions.



8. Novation resulting in a Contract Holder having multiple contracts within one Category
9. Mutually agreed upon between the Contractor and Government

Sample 1.A - TR Template

SEWP VI TR Message Format			
Field Name	Required	Edits/Values	Description
Header Data			
REPORTTYPE	Y	TR	SEWP report type
TRNUMBER	Y	20 characters	TR Number
CONTRACTNO	Y		Contract Holder Contract Number
CONTACTNAME	N	80 characters	TR Contact name
CONTACTPHONE	N	22 characters	TR Contact phone
CONTACTEMAIL	N	80 characters	TR Contact email
FORWARDNOERROR	N	N,Y	Forward test TR if it contains no errors, default N
CLIN Data			
CLIN	Y	80 characters	Contract line item number (CLIN)
CLINTYPE	Y	L,M,P,S	Is CLIN (L)abor, (M)aintenance, (P)roduct or (S)ervice.
BUNDLEFLAG	N	N,Y	Is this CLIN a bundle, default N
PROVIDER	Y	Validated	Provider Name or Alias. Alias will be converted to Provider Name.
PARTNUMBER	Y	80 characters	Provider's Part Number
MODELNAME	M	80 characters	Provider's Model Name. Required if SSPART provided.
PRODUCTLINE	N	80 characters	Provider's SCRM Product Line. Required if SCRMFLAG = S.
CLINQTY	N	Number	Quantity of units. Default is 1.
CLINUNIT	N	Validated	Unit of measurement for the CLIN. Valid Values are Each, Inch, Foot, Yard, Meter, Hour, Day, Month, Year, Seat. Default is "Each".
SCRMFLAG	N	S	Relationship between Contract Holder and provider Values are Authorized Reseller of a (S)ubset of products, which requires a PRODUCTLINE. If not provided, default is the Contract Holder SCRM Flag for the Provider.
SCRMCOMMENT	N	80 characters	Notes on supply chain, e.g. accreditations.
DISCOUNTCLASS	Y	Validated	Discount Classification Code
DISCOUNTSUBCLASS	Y	Validated	Discount Subclass Description
PRODUCTCLASS	N	Validated	Product Classification
MAFLAG	Y	M, A	(M)andatory, or (A)vailable CLIN, Default A.
LISTPRICE	Y		List or unit price of the product
SEWPPRICE	Y		SEWP Price for the product
GSAPRICE	N		GSA Price of the product, required if product on GSA
REBATE	N		Rebate amount
DISCOUNTPCT	N		Discount percent, must exceed that of product category
EPEATFLAG	N	B,G,NA,NC,S	B = EPEAT certified bronze,G = EPEAT certified gold,NA = Not Applicable,NC = non-compliant,S = EPEAT certified silver.Default NC.
ENERGYSTARFLAG	N	C, NA, NC	Energy star compliant. C = Compliant, NA = Not Applicable, NC = Not Compliant. Default NC.

BACKUPDATAFLAG	N	N, SOW number	Was backup data sent to SEWP Office. Default N. Submit numbers after dash in the SOW ticket number if backup data was provided.
TAAFLAG	N	C, NA, NC	C=Compliant, NA=Not Applicable, NC=Not Compliant, Default NC.
VISIBLEFLAG	N	N,Y	Should CLIN be displayed on description search. Default Y.
PRODUCTCONDITION	N	N, R, U	Condition of the product. (N)ew, (R)efurbished, (U)sed. Default N.
ITEMDESC	Y		Long description of product. Multiple lines allowed
SHORTDESC	N	80 characters	Short description of product. Default first 80 characters of ITEMDESC
EOLDATE	N	MMDDYYYY	End of Life Date
EQUIVALENTCLIN	N	80 characters	CLIN this CLIN is equivalent to
REPLACEMENTCLIN	M	80 characters	Replacement CLIN if EOL'ing base or mandatory CLIN
BMREASONCODE	M	80 characters	Reason for EOL'ing base or mandatory CLIN
<b>BUNDLEPART</b>	<b>N</b>	<b>80 characters</b>	<b>CLIN that is a component of the bundle. One Clin per line, with the price and quantity separated by the [ delimiter. Multiple lines allowed. Total price of bundle must be &lt;= component total. If SSPART is provided, two additional values are required, SS_COMPONENT and SS_COMPONENT_VALUE. Do not include these values if SSPART is not provided. Format is BUNDLEPART[CLIN[PRICE[QTY[SS_COMPONENT[SS COMPONENT VALUE.</b>
<b>SSPART</b>	<b>N</b>	<b>80 characters</b>	<b>Strategic Source part number associated with this CLIN. This will be provided by SEWP.</b>
<b>UNSPSC</b>	<b>N</b>	<b>8 Characters</b>	<b>UNSPSC Code for this CLIN</b>
<b>Trailer Data</b>			
TOTALCLINS	Y		Total Number of CLINs contained in the TR
ENDREPORT	Y		No data necessary. This signifies the end of the report

**Sample TR Format – You can copy and paste directly into a .txt file. You must populate the fields with the correct information. Copy only information below the Line.**

---

```
REPORTTYPE [TR
TRNUMBER [20150219-1
CONTRACTNO [NNG14DA99B
CONTACTNAME [John Doe
CONTACTPHONE [301-555-1212
CONTACTEMAIL [john.doe@company.com
FORWARDNOERROR [N
CLIN [SEWP-CLIN-1
CLINTYPE[P
CLINQTY[50
CLINUNIT[Feet
PROVIDER [Cisco Systems, Inc.
PARTNUMBER [SEWP-PART-1
PRODUCTLINE[PRODUCT-LINE
PRODUCTCLASS[PRODUCT-CLASS
MODELNAME[MODEL-NAME-1
PRODUCTCONDITION[N
DISCOUNTCLASS [Discount-Class
DISCOUNTSUBCLASS [Discount-Subclass
MAFLAG [A
TAAFLAG [C
EPEATFLAG [NA
ENERGYSTARFLAG [C
BACKUPDATAFLAG [N
LISTPRICE [100
SEWPPRICE[100
ITEMDESC [50 Foot cable for network connections
SHORTDESC [50 Foot cable
CLIN [SEWP-CLIN-2
CLINTYPE[P
CLINQTY[1
CLINUNIT[Each
PROVIDER [Cisco Systems, Inc.
PARTNUMBER [SEWP-PART-2
PRODUCTLINE[PRODUCT-LINE
PRODUCTCLASS[PRODUCT-CLASS
MODELNAME[MODEL-NAME-2
PRODUCTCONDITION[N
DISCOUNTCLASS [Discount-Class
DISCOUNTSUBCLASS [Discount-Subclass
MAFLAG [A
TAAFLAG [C
EPEATFLAG [G
ENERGYSTARFLAG [C
BACKUPDATAFLAG [N
LISTPRICE [10000
```

```

SEWPPRICE[10000
ITEMDESC [64 Port 10GB router
SHORTDESC [64 Port router
SCRMFLAG [O
SCRMCONTACTNAME [Joe Schmoe
SCRMCONTACTPHONE [800-555-1212
SCRMCONTACTEMAIL [jschmoe@cisco.com
SCRMCOMMENT [Approved for one off deal
CLIN [SEWP-CLIN-3
CLINTYPE[M
CLINQTY[1
CLINUNIT[Year
PROVIDER [Cisco Systems, Inc.
PARTNUMBER [SEWP-PART-3
PRODUCTLINE[PRODUCT-LINE
PRODUCTCLASS[PRODUCT-CLASS
MODELNAME[MODEL-NAME-3
PRODUCTCONDITION[N
DISCOUNTCLASS [Discount-Class
DISCOUNTSUBCLASS [Discount-Subclass
MAFLAG [A
TAAFLAG [NA
EPEATFLAG [NA
ENERGYSTARFLAG [NA
BACKUPDATAFLAG [N
LISTPRICE [1000
SEWPPRICE[1000
ITEMDESC [Annual Maintenance, 64 Port 10GB router, 24x7 2 hour response
SHORTDESC [Annual Maintenance, 64 Port 10GB router
TOTALCLINS[3
ENDREPORT[

```

### Sample 1.B- EOL All CLINS from Single Provider Example

---

REPORTTYPE [TR  
TRNUMBER[SEWP12345  
CONTRACTNO [NNG15XX04B  
CONTACTNAME [SEWP Contact  
CONTACTPHONE [301-286-4555  
CONTACTEMAIL [ [contact@company.com](mailto:contact@company.com)  
FORWARDNOERROR[Y  
  
**CLIN[EOL-ALL-MFR**  
CLINTYPE[P  
**PROVIDER[Adobe Systems, Inc.**  
PARTNUMBER[0  
MODELNAME [  
PRODUCTLINE [  
CLINQTY [  
CLINUNIT [  
SCRMFLAG [  
SCRMCONTACTNAME [  
SCRMCONTACTPHONE [  
SCRMCONTACTEMAIL [  
DISCOUNTCLASS[Software  
DISCOUNTSUBCLASS[Miscellaneous Software  
PRODUCTCLASS [  
MAFLAG[A  
LISTPRICE[0  
SEWPPRICE[0  
EPEATFLAG [  
ENERGYSTARFLAG[Q  
BACKUPDATAFLAG[N  
ITEMDESC[EOL-ALL-MFR -09-20-2016  
SHORTDESC [  
REBATE [  
DISCOUNTPCT[0  
REPLACEMENTCLIN [  
BMREASONCODE[N  
BUNDLEPART [  
TAAFLAG[NC  
PRODUCTCONDITION [  
**EOLDATE[10012018**  
GSAPRICE[0  
  
TOTALCLINS[1  
ENDREPORT [

***Sample 1.C – Bundle TR Example - All ‘BUNDLEPARTS’ included in a bundled CLIN should already be on contract as separate CLINS.***

---

```
REPORTTYPE [TR
TRNUMBER [20150219-2
CONTRACTNO [NNG14DA99B
CONTACTNAME [John Doe
CONTACTPHONE [301-555-1212
CONTACTEMAIL [john.doe@company.com
FORWARDNOERROR [N
CLIN [SEWP-BUNDLE-1
CLINTYPE[P
BUNDLEFLAG[Y
CLINQTY[1
CLINUNIT[Each
PROVIDER [SEWP CH
PARTNUMBER [SEWP-BUNDLE-1
DISCOUNTCLASS [Discount-Class
DISCOUNTSUBCLASS [Discount-Subclass
MAFLAG [A
TAAFLAG [C
EPEATFLAG [NA
ENERGYSTARFLAG [C
BACKUPDATAFLAG [N
LISTPRICE [15050
SEWPPRICE[14045
ITEMDESC [Router/cable bundle w/5 years 24/7/2 maintenance
SHORTDESC [Router/cable bundle
BUNDLEPART [SEWP-CLIN-1[45[1
BUNDLEPART [SEWP-CLIN-2[9500[1
BUNDLEPART [SEWP-CLIN-3[900[5
TOTALCLINS[1
ENDREPORT [
```

Sample 2 - CLIN Verification File – Must be submitted in .txt file, follow provided format, and match as they were submitted on TR.

Format: CLIN|PRICE|Quantity Example:

CLIN1|1.00|4  
CLIN2|20.00|45  
CLIN3|14.45|5  
CLIN4|6,000|2  
CLIN5|5000|15  
CLIN6|1000|15  
CLIN7|3,000|1  
CLIN8|1.08|6  
CLIN9|1.56|3  
CLIN10|63|2  
CLIN11|31.04|3  
CLIN12|45|3  
CLIN13|30.0|3  
CLIN14|31.04|3  
CLIN15|28.3|3  
CLIN16|465.303  
CLIN17|88.62|3  
CLIN18|39.65|3  
CLIN19|300.203  
CLIN20|25413|1



**Exhibit -1 – UNSPSC Codes**

<b>Segment</b>	<b>Segment Title</b>	<b>Family</b>	<b>Family Title</b>	<b>Class</b>	<b>Class Title</b>	<b>Commodity</b>	<b>Commodity Title</b>	<b>SEWP Notes</b>
14000000	Paper Materials and Products	14110000	Paper products	14111500	Printing and writing paper			Limited to supply for in-scope technology
14000000	Paper Materials and Products	14110000	Paper products	14111500	Printing and writing paper	14111506	Computer printout paper	
14000000	Paper Materials and Products	14110000	Paper products	14111500	Printing and writing paper	14111507	Printer or copier paper	
14000000	Paper Materials and Products	14120000	Industrial use papers	14121800	Coated papers	14121812	Photography paper	
15000000	Fuels and Fuel Additives and Lubricants and Anti corrosive Materials	15100000	Fuels					Limited to initial generator installation for in-scope facility support
22000000	Building and Construction Machinery and Accessories	22100000	Heavy construction machinery and equipment					Limited to cabling solutions as a lease
23000000	Industrial Manufacturing and Processing Machinery and Accessories	23210000	Electronic manufacturing machinery and equipment and accessories	23211000	Electronic assembly machinery and support equipment			Semiconductor and electronic components
23000000	Industrial Manufacturing and Processing Machinery and Accessories	23210000	Electronic manufacturing machinery and equipment and accessories	23211100	Electronic manufacturing and processing machinery			Semiconductor and electronic components
23000000	Industrial Manufacturing and Processing Machinery and Accessories	23240000	Metal cutting machinery and accessories					Limited to part of an in-scope installation
23000000	Industrial Manufacturing and Processing Machinery and Accessories	23260000	Rapid prototyping machinery and accessories	23261500	Rapid prototyping machines			New 3D printing Class added

23000000	Industrial Manufacturing and Processing Machinery and Accessories	23260000	Rapid prototyping machinery and accessories	23261600	Rapid prototyping machine accessories			New 3D printing Class added
23000000	Industrial Manufacturing and Processing Machinery and Accessories	23290000	Industrial machine tools					Limited to part of an in-scope installation
23000000	Industrial Manufacturing and Processing Machinery and Accessories	23300000	Wire machinery and equipment	23301500	Wire working machinery and equipment and accessories	23301501	Wire and cable cutting and terminal assembly equipment	Limited to part of an in-scope installation
24000000	Material Handling and Conditioning and Storage Machinery and their Accessories and Supplies	24100000	Material handling machinery and equipment	24102000	Shelving and storage	24102001	Rack systems for rack mount electronic equipment	
24000000	Material Handling and Conditioning and Storage Machinery and their Accessories and Supplies	24110000	Containers and storage	24111500	Bags	24111507	Tool bags	Limited to part of an in-scope installation
25000000	Vehicles and their Accessories and Components	25130000	Aircraft	25132100	Unmanned aerial vehicle			Drones: non-offensive, data collection only
25000000	Vehicles and their Accessories and Components	25170000	Transportation components and systems	25173100	Location and navigation systems and components			GPS and navigation systems
25000000	Vehicles and their Accessories and Components	25170000	Transportation components and systems	25174400	Vehicle interior systems	25174410	Vehicle sound systems and components	
25000000	Vehicles and their Accessories and Components	25170000	Transportation components and systems	25174400	Vehicle interior systems	25174419	Vehicle audio video system	

25000000	Vehicles and their Accessories and Components	25190000	Transportation services equipment	25191500	Air transportation support systems and equipment	25191504	Aircraft flight simulators or trainers	IT based training systems
25000000	Vehicles and their Accessories and Components	25190000	Transportation services equipment	25191500	Air transportation support systems and equipment	25191536	Navais training systems	IT based training systems
25000000	Vehicles and their Accessories and Components	25190000	Transportation services equipment	25191500	Air transportation support systems and equipment	25191537	Flight Management System (FMS)	Aircraft Computer system
25000000	Vehicles and their Accessories and Components	25190000	Transportation services equipment	25191500	Air transportation support systems and equipment	25191538	Airport information system	Airport computer systems
25000000	Vehicles and their Accessories and Components	25190000	Transportation services equipment	25191600	Space transportation support systems and equipment	25191601	Spacecraft flight simulators	IT based training systems
25000000	Vehicles and their Accessories and Components	25200000	Aerospace systems and components and equipment	25201700	Flight communications related systems			Aircraft IT, AV and sensor technology
26000000	Power Generation and Distribution Machinery and Accessories	26100000	Power sources					Direct and backup power for in-scope technology
26000000	Power Generation and Distribution Machinery and Accessories	26110000	Batteries and generators and kinetic power transmission					Direct and backup power for in-scope technology
26000000	Power Generation and Distribution Machinery and Accessories	26120000	Electrical wire and cable and harness					Direct and backup power for in-scope technology
27000000	Tools and General Machinery	27110000	Hand tools					Limited to part of an in-scope installation

30000000	Structures and Building and Construction and Manufacturing Components and Supplies	30160000	Interior finishing materials					Limited to part of an in-scope installation
30000000	Structures and Building and Construction and Manufacturing Components and Supplies	30170000	Doors and windows and glass	30171500	Doors			Security / specialized doors
30000000	Structures and Building and Construction and Manufacturing Components and Supplies	30190000	Construction and maintenance support equipment	30191500	Ladders and scaffolding			Limited to part of an in-scope installation
31000000	Manufacturing Components and Supplies							Limited to part of an in-scope installation
31000000	Manufacturing Components and Supplies	31260000	Housings and cabinets and casings	31261700	Acoustical or noise control housings or enclosures			
32000000	Electronic Components and Supplies							Limited to supply for in-scope technology
39000000	Electrical Systems and Lighting and Components and Accessories and Supplies							Limited to part of an in-scope installation/AV/Security/Computer Facilities
40000000	Distribution and Conditioning Systems and Equipment and Components	40100000	Heating and ventilation and air circulation					AV/Security/Computer Facilities/network tool
41000000	Laboratory and Measuring and Observing and Testing Equipment	41110000	Measuring and observing and testing instruments					IT based test and sensor technology

42000000	Medical Equipment and Accessories and Supplies							Health ICT / AV
42000000	Medical Equipment and Accessories and Supplies	42180000	Patient exam and monitoring products	42181500	Diagnostic assessment and exam products for general use			Health ICT / AV
42000000	Medical Equipment and Accessories and Supplies	42190000	Medical facility products	42191600	Medical facility building systems			Facility Communication, Network, security and Computer systems
42000000	Medical Equipment and Accessories and Supplies	42190000	Medical facility products	42191900	Clinical cabinetry	42191909	Computerized medication dispensing cabinets	IOT (Internet of Things) and computerized devices
42000000	Medical Equipment and Accessories and Supplies	42190000	Medical facility products	42192400	Medical equipment transport and transfer and storage products	42192404	Medical carts	
42000000	Medical Equipment and Accessories and Supplies	42190000	Medical facility products	42192400	Medical equipment transport and transfer and storage products	42192407	Medical cart accessories	
42000000	Medical Equipment and Accessories and Supplies	42200000	Medical diagnostic imaging and nuclear medicine products					Medical imaging systems
43000000	Information Technology Broadcasting and Telecommunications							All
44000000	Office Equipment and Accessories and Supplies	44100000	Office machines and their supplies and accessories	44101500	Duplicating machines			Printer, Copier, scanner and shredder and related technology
44000000	Office Equipment and Accessories and Supplies	44110000	Office and desk accessories	44111600	Cash handling supplies			Part of a POS solution
44000000	Office Equipment and Accessories and Supplies	44110000	Office and desk accessories	44111900	Boards			Electronic boards and screens and accessories
45000000	Printing and Photographic and Audio and Visual Equipment and Supplies							All

46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46110000	Conventional war weapons	46111700	Infrared IR sensors			
46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46170000	Security surveillance and detection	46171500	Locks and security hardware and accessories			biometric or card based locks
46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46170000	Security surveillance and detection	46171600	Surveillance and detection equipment			
46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46180000	Personal safety and protection	46182100	Anti-static equipment and supplies			
46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46180000	Personal safety and protection	46182500	Personal safety devices or weapons	46182506	Electromagnetic interference EMI shielding equipment	A type of device that disconnects the equipment or facilities that are the subject of protection to prevent the erroneous operation by the electronic inducement from the influence of external magnetic field as it is surrounded by appropriate magnetic shield materials.
46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46180000	Personal safety and protection	46182500	Personal safety devices or weapons	46182507	Electromagnetic interference EMI shielding material	A product that reduces and shields the electromagnetic wave by attaching to the part that generates the electronic wave not to have any electronic wave interfere with the external environment, such as the human body and others.

46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46190000	Fire protection	46191500	Fire prevention			Sensors
46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46200000	Defense and law enforcement and security and safety training equipment	46201000	Public safety training equipment	46201002	Disaster management training simulation system	Equipment that is used for mock experiment as used in times of various disaster prevention trainings and fire drills.
46000000	Law Enforcement and National Security and Security and Safety Equipment and Supplies	46200000	Defense and law enforcement and security and safety training equipment	46201000	Public safety training equipment	46201003	Simulated equipment for military training	Training equipment used in various military exercises, such as airborne training, mobile training, and guerrilla training, which are used as supplementary means for conducting operations under the assumption of various circumstances.
52000000	Domestic Appliances and Supplies and Consumer Electronic Products	52100000	Floor coverings	52101500	Rugs and mats	52101510	Anti-fatigue mats	as part of an ergonomic solution
52000000	Domestic Appliances and Supplies and Consumer Electronic Products	52160000	Consumer electronics	52161500	Audio and visual equipment			All
52000000	Domestic Appliances and Supplies and Consumer Electronic Products	52160000	Consumer electronics	52161600	Audio visual equipment accessories			All
53000000	Apparel and Luggage and Personal Care Products	53120000	Luggage and handbags and packs and cases	53121600	Purses and handbags and bags	53121603	Backpacks	if used for laptops
53000000	Apparel and Luggage and Personal Care Products	53120000	Luggage and handbags and packs and cases	53121700	Business cases	53121705	Equipment cases	

53000000	Apparel and Luggage and Personal Care Products	53120000	Luggage and handbags and packs and cases	53121700	Business cases	53121706	Computer bags	
55000000	Published Products	55100000	Printed media					ICT / AV products
55000000	Published Products	55110000	Electronic reference material	55111500	Electronic publications and music			All
55000000	Published Products	55120000	Signage and accessories	55121500	Tags	55121502	Security tags	
55000000	Published Products	55120000	Signage and accessories	55121600	Labels			Bar code/security/IT related
55000000	Published Products	55120000	Signage and accessories	55121700	Signage			As part of an electronic signage or security solution
55000000	Published Products	55120000	Signage and accessories	55121800	Identification documents	55121802	Identification cards or bands or similar products	As part of a security card solution
56000000	Furniture and Furnishings	56100000	Accommodation furniture	56101500	Furniture	56101505	Entertainment centers	
56000000	Furniture and Furnishings	56100000	Accommodation furniture	56101500	Furniture	56101536	Instrument tripods	
56000000	Furniture and Furnishings	56100000	Accommodation furniture	56101700	Office furniture	56101706	Conferencing tables	
56000000	Furniture and Furnishings	56100000	Accommodation furniture	56101700	Office furniture	56101710	Projector stands or carts	
56000000	Furniture and Furnishings	56110000	Commercial and industrial furniture	56112000	Computer support furniture	56112001	Computer support lighting or power or data components	
56000000	Furniture and Furnishings	56110000	Commercial and industrial furniture	56112000	Computer support furniture	56112002	Computer support work surfaces	
56000000	Furniture and Furnishings	56110000	Commercial and industrial furniture	56112000	Computer support furniture	56112003	Computer support storage accessories	
56000000	Furniture and Furnishings	56110000	Commercial and industrial furniture	56112000	Computer support furniture	56112004	Computer support organization	
56000000	Furniture and Furnishings	56110000	Commercial and industrial furniture	56112000	Computer support furniture	56112005	Computer support parts or accessories	
57000000	Humanitarian Relief Items, Kits, or Accessories	57080000	Humanitarian IT equipment	57080100	Emergency IT equipment kits			All



60000000	Musical Instruments and Games and Toys and Arts and Crafts and Educational Equipment and Materials and Accessories and Supplies							Limited to ICT/AC educational tools
64000000	Financial Instruments, Products, Contracts and Agreements	64100000	Bank offered products	64101700	Electronic fund transfer and payment products			As part of a POS solution
72000000	Building and Facility Construction and Maintenance Services							Limited to network/computer/storage solution facilities
78000000	Transportation and Storage and Mail Services							Delivery-Z CLIN
80000000	Management and Business Professionals and Administrative Services							In support of in-scope services
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101504	Strategic planning consultation services	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101505	Corporate objectives or policy development	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101506	Organizational structure consultation	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101507	Information technology consultation services	New services added

80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101508	Business intelligence consulting services	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101509	Government affairs and community relations consultation service	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101510	Risk management consultation service	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101511	Human resources consulting service	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101512	Actuarial consulting services	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101513	Process and procedures management consultation service	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101500	Business and corporate management consultation services	80101514	Business regulatory and compliance research service	New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101600	Project management			New services added
80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101700	Industrial management	80101704	Supply chain analysis or re-engineering services	New services added

80000000	Management and Business Professionals and Administrative Services	80100000	Management advisory services	80101700	Industrial management	80101709	Emergency response management and consultancy services	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111701	Staff recruiting services	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111702	Reference or background check services	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111707	Permanent technical staffing needs	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111708	Permanent financial staffing needs	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111711	Permanent information technology software developers	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111712	Permanent information technology networking specialists	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111713	Permanent information technology systems or database administrators	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111715	Permanent professional staff	New services added
80000000	Management and Business Professionals and	80110000	Human resources services	80111700	Personnel recruitment	80111716	Permanent information technology staffing needs	New services added

	Administrative Services							
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111718	Employee skill testing and assessment service	New services added
80000000	Management and Business Professionals and Administrative Services	80110000	Human resources services	80111700	Personnel recruitment	80111719	Employee psychometric testing service	New services added
80000000	Management and Business Professionals and Administrative Services	80140000	Marketing and distribution	80142000	Customer relationship management services			New services added
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161500	Management support services	80161501	Office administration or secretarial services	New services added
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161500	Management support services	80161502	Meeting planning services	New services added
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161500	Management support services	80161503	Keyboard entry services	New services added
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161500	Management support services	80161504	Clerical services	New services added
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161500	Management support services	80161506	Data archiving services	
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161500	Management support services	80161507	Audio visual services	

80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161500	Management support services	80161508	Document destruction services	
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161500	Management support services	80161509	Vendor management services	
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161600	Business facilities oversight	80161602	Receiving or inventorying services	
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161600	Business facilities oversight	80161604	Information technology IT management services	
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161700	Asset recovery service			All
80000000	Management and Business Professionals and Administrative Services	80160000	Business administration services	80161800	Office equipment rental or leasing services	80161801	Photocopier rental or leasing service	A service involving the rental or leasing of photocopiers
81000000	Engineering and Research and Technology Based Services	81100000	Professional engineering services	81101700	Electrical and electronic engineering			All
81000000	Engineering and Research and Technology Based Services	81100000	Professional engineering services	81103100	Technology research and development service			All
81000000	Engineering and Research and Technology Based Services	81100000	Professional engineering services	81103200	Research and development innovation and technology services			All

81000000	Engineering and Research and Technology Based Services	81100000	Professional engineering services	81103400	Engineering procurement and project management services	81103402	Front-end engineering design services	New services added
81000000	Engineering and Research and Technology Based Services	81100000	Professional engineering services	81103400	Engineering procurement and project management services	81103406	Conceptual Studies and Pre-Front-end engineering design services	New services added
81000000	Engineering and Research and Technology Based Services	81110000	Computer services					All
81000000	Engineering and Research and Technology Based Services	81130000	Statistics	81131500	Methodology and analysis			New services added
81000000	Engineering and Research and Technology Based Services	81140000	Manufacturing technologies	81141800	Facilities management			All
81000000	Engineering and Research and Technology Based Services	81140000	Manufacturing technologies	81141900	Manufacturing technology research and development services			All
81000000	Engineering and Research and Technology Based Services	81150000	Earth science services	81151600	Cartography	81151605	Satellite imaging and image processing service	
81000000	Engineering and Research and Technology Based Services	81160000	Information Technology Service Delivery	81161500	Access management services			All
81000000	Engineering and Research and Technology Based Services	81160000	Information Technology Service Delivery	81161600	Electronic mail and messaging services			All

81000000	Engineering and Research and Technology Based Services	81160000	Information Technology Service Delivery	81161700	Telecommunication Services			All
81000000	Engineering and Research and Technology Based Services	81160000	Information Technology Service Delivery	81161800	Data voice or multimedia network equipment or platform rental or leasing services			All
81000000	Engineering and Research and Technology Based Services	81160000	Information Technology Service Delivery	81161900	Cloud-based hardware as a service			All
81000000	Engineering and Research and Technology Based Services	81160000	Information Technology Service Delivery	81162100	Cloud-based platform as a service			All
81000000	Engineering and Research and Technology Based Services	81160000	Information Technology Service Delivery	81162200	Cloud-based infrastructure as a service			All
81000000	Engineering and Research and Technology Based Services	81160000	Information Technology Service Delivery	81162300	Cloud-based business process as a service			All
82000000	Editorial and Design and Graphic and Fine Art Services	82110000	Writing and translations	82111500	Technical writing			In support of in-scope services
82000000	Editorial and Design and Graphic and Fine Art Services	82110000	Writing and translations	82111900	News and publicity services	82111902	Special interest newsletter services	
82000000	Editorial and Design and Graphic and Fine Art Services	82110000	Writing and translations	82111800	Editorial and support services			New services added

82000000	Editorial and Design and Graphic and Fine Art Services	82120000	Reproduction services					Printer based services
82000000	Editorial and Design and Graphic and Fine Art Services	82130000	Photographic services	82131500	Film processing services			All
82000000	Editorial and Design and Graphic and Fine Art Services	82140000	Graphic design					If performed using in-scope technology
82000000	Editorial and Design and Graphic and Fine Art Services	82140000	Graphic design	82141500	Art design services	82141504	Chart or graph design services	
82000000	Editorial and Design and Graphic and Fine Art Services	82140000	Graphic design	82141500	Art design services	82141505	Computer generated design services	
82000000	Editorial and Design and Graphic and Fine Art Services	82140000	Graphic design	82141700	Three dimensional 3D visualization services			All
83000000	Public Utilities and Public Sector Related Services	83110000	Telecommunications media services					All
83000000	Public Utilities and Public Sector Related Services	83120000	Information services	83121600	Information centers	83121603	Computerized information retrieval systems	
83000000	Public Utilities and Public Sector Related Services	83120000	Information services	83121600	Information centers	83121604	Online database information retrieval systems	
83000000	Public Utilities and Public Sector Related Services	83120000	Information services	83121600	Information centers	83121605	Remote database information retrieval services	



83000000	Public Utilities and Public Sector Related Services	83120000	Information services	83121700	Mass communication services			All
83000000	Public Utilities and Public Sector Related Services	83130000	Information and communication broadcasting Service	83130100	Communication service			
86000000	Education and Training Services							For in-scope training
92000000	Public Order and Security and Safety Services	92120000	Security and personal safety	92121700	Security systems services	92121701	Surveillance or alarm maintenance or monitoring	
92000000	Public Order and Security and Safety Services	92120000	Security and personal safety	92121700	Security systems services	92121705	Biometric security systems	
95000000	Land and Buildings and Structures and Thoroughfares	95100000	Land parcels	95101700	Industrial land parcels	95101707	Telecommunication site	As part of a full telecomm solution
95000000	Land and Buildings and Structures and Thoroughfares	95130000	Portable buildings and structures	95131600	Portable commercial and industrial buildings and structures	95131607	Telecom shelter	
95000000	Land and Buildings and Structures and Thoroughfares	95140000	Prefabricated buildings and structures	95141800	Prefabricated emergency relief buildings and structures	95141803	Container unit	If used for an ICT/AV only housing

Sample 3 – Sub contracting Plan

**SUBCONTRACTING PLAN**

**DATE:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Solicitation/Broad Agency Announcement Number:** \_\_\_\_\_

**Proposal Title:** \_\_\_\_\_

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**Type of Subcontracting Plan:** *Select one of the three below (defined in FAR 52.219-9(b)):*

**[ ] Individual:** *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:** *a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved. A Master Plan is normally approved for a 3-year period by the agency administering the preponderance of the firm's Government contracts*

**[ ] Commercial:** *a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold*

*by either the entire company or a portion thereof (e.g., division, plant, or product line). In accordance with FAR 19.704(d), a commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items.*

The following together with any attachments, is submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Laws 95-507, 99-661, 103-355, 105-135 and 106-50 as implemented by the Federal Acquisition Regulation (FAR) and the Defense Supplement thereto, as well as Public Laws 100-180 and 103-337. The following goals are required for the basic quantity (base period) and each option quantity (period) of the contract. *For a contract with options, provide a separate statement for the basic contract and individual statements for each option year.*

*Subcontracts awarded to an Alaskan Native Corporation (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. 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 (FAR 19.703(c)(1)).*

### PROPOSED GOALS SUMMARY

Category	Percent of total planned subcontracting dollars		Planned subcontracting dollars	
Small Business (SB)		%		\$
Small Disadvantaged Business (SDB)	%		\$	
Women-Owned Small Business (WOSB)	%		\$	
Historically Black Colleges and Universities/Minority Institutions (HBCU/MI)	%		\$	
Historically Underutilized Small Business (HUBZone)	%		\$	

Category	Percent of total planned subcontracting dollars		Planned subcontracting dollars	
Veteran-Owned Small Business (VOSB)	%		\$	
Service-Disabled Veteran-Owned Small Business (SDVOSB)	%		\$	
Other than SB		%		\$
<b>Total</b>		%		\$

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$\_\_\_\_\_. *Note that if the contract is expected to include options, the goals shall be established separately for the base period and each option year.*
  
2. The following percentage goals (expressed in terms of total planned subcontracting dollars) are applicable to the solicitation (contract) cited above. The offeror shall include all subcontracts and purchases that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. *Note that in calculating all goals, the denominator is always the total estimated dollars to be subcontracted. In addition, all goals should be to the tenth of a percent.*
  - a. Large Business concerns:\_\_\_\_ %
  
  - b. Small Business (SB) concerns:\_\_\_\_ % *The total percentage of planned subcontracting with small business concerns includes total dollars planned to be subcontracted with Small Business (including ANC and Indian Tribes), Small Disadvantaged Business (including ANCs and Indian Tribes), Women -Owned Small Business, Historically Underutilized Business Zone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business. Note that the sum of Large Business plus Small Business is always 100.0%. Also note that the sum of*

*the subsets of Small Business does not equal 100 percent; i.e. a firm may be claimed in more than one category.*

- c. Small Disadvantaged Business (SDB) concerns (including ANCs and Indian Tribes): \_\_\_\_% *Note that this is a subset of Small Business.*
- d. Women-Owned Small Business (WOSB) concerns: \_\_\_\_% *Note that this is a subset of Small Business.*
- e. Historically Underutilized Business Zone (HUBZone) small business concerns: \_\_\_\_% *Note that this is a subset of Small Business.*
- f. Veteran-Owned Small Business (VOSB) concerns: \_\_\_\_% *Note that this is a subset of Small Business.*
- g. Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns: \_ % *Note that this is a subset of Veteran-Owned Small Business and can never exceed VOSB. It is also a subset of Small Business.*

*Note that Public Laws (PL) 99-661 and 103-355 mandate goals of no less than 5.0 percent for SDB and WOSB respectively while PL 105-135 and 106-50 mandate goals of no less than 3.0 percent for HUBZone and SDVOSB. If the contractor can not meet these percentages, it must provide a reasonable explanation as to why it can not.*

3. The following dollar values correspond to the percentage goals shown in 2 above.

- a. Large business concerns: \$ \_\_\_\_\_
- b. Small Business (SB) concerns (including ANC and Indian Tribes):  
\$ \_\_\_\_\_
- c. Small Disadvantaged Business (SDB) concerns (including ANC and Indian Tribes) \$ \_\_\_\_
- d. Women-Owned Small Business (WOSB) concerns: \$ \_\_\_\_\_
- e. Historically Underutilized Business Zone (HUBZone) small business

concerns: \$\_\_\_\_\_ *Note that the contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the Small Business Administration (SBA).*

h. Veteran-Owned Small Business (VOSB) concerns: \$\_\_\_\_\_

i. Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns: \$\_\_\_\_\_

4. The following principal products and/or services will be subcontracted under this contract. *Place an X under each category of business that applies to the product or service. Note that a firm that is categorized as SDVOSB is also a VOSB. Also, all SDB, WOSB, HUBZone, VOSB and SDVOSB firms are also SBs.*

Product/Service

LB SB SDB WOSB HUBZone VOSB SDVOSB

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5. The following method was used to develop the above subcontracting goals. *Explain how the product/service areas to be subcontracted were established and how the SB, SDB (including ANCs and Indian Tribes), WOSB, HUBZone SB, VOSB and SDVOSB capabilities were determined.*

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6. The following method was used to identify potential sources for solicitation

purposes: *e.g., existing company source lists, the Central Contractor Registration database (CCR), 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 CCR 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 CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.*

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7. Indirect and overhead costs\_\_\_\_have\_\_\_\_have not been included in the goals

specified in paragraphs 2 and 3 above. *If indirect and overhead costs are included, explain the method used in determining the proportionate share of such costs to be allocated as subcontracts to SB, SDB (including ANCs and Indian Tribes), WOSB, HUBZone SB, VOSB, and SDVOSB concerns and the products and services planned.*

8. The following employee will administer the subcontracting program:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

e-Mail Address: \_\_\_\_\_

This individual's specific duties, as they relate to the firm's subcontracting program are as follows: *Delete those duties that do not apply.*

**\*General responsibility for this company's Small Business Program, to include the development, preparation, and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, and including but not limited to:**

\*Developing and maintaining bidders lists of SB, SDB (including ANCs and Indian Tribes), WOSB, HUBZone SB, VOSB and SDVOSB concerns from all possible sources.

\*Ensuring that procurement packages are structured to permit SB, SDB (including

ANCs and Indian Tribes), WOSB, HUBZone SB, VOSB and SDVOSB concerns to participate to the maximum extent possible.

\*Assuring inclusion of SB, SDB (including ANCs and Indian Tribes), WOSB, HUBZone SB, VOSB and SDVOSB concerns in all solicitations for products or services that they are capable of providing.

\*Reviewing solicitations to remove statements, clauses, etc. which may tend to restrict or prohibit SB, SDB (including ANCs and Indian Tribes), WOSB, HUBZone SB, VOSB and SDVOSB concerns' participation.

\*Ensuring periodic rotation of potential subcontractors on bidders lists.

\*Ensuring that the proposal review board documents its reason for not selecting

lowest priced proposals submitted by SB, SDB (including ANCs and Indian Tribes), WOSB, HUBZone SB, VOSB and SDVOSB concerns.



\*Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

\*Attending or arranging the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

\*Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.

\*Monitoring attainment of proposed goals.

\*Preparing and submitting periodic subcontracting reports.

\*Coordinating the contractor's activities during the conduct of compliance reviews by Federal agencies.

\*Coordinating the conduct of the contractor's activities involving its small business subcontracting program.

\*Additions to the duties specified above are as follows:

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9. The following efforts shall be undertaken to assure that SB, SDB (including ANCs and Indian Tribes), WOSB, HUBZone SB, VOSB and SDVOSB shall have an equitable opportunity to compete for subcontracts (see FAR 52.219-9(e)):
  - a. Arrange solicitations, time for preparation of bids, quantities, specifications, and delivery schedules to facilitate participation by all categories of small business.
  - b. Provide adequate and timely consideration of the potentialities of all categories of small firms in all "make-or-buy" decisions.

- c. Counsel and discuss subcontracting opportunities with representatives of all categories of small firms.
  - d. Confirm that a subcontractor representing itself as a HUBZone SB is identified as a certified HUBZone SB by accessing the Central Contractor Registration (CCR) or by contacting the Small Business Administration.
  - e. Provide notice to subcontractors concerning the penalties and remedies for misrepresentations of business status as small, small disadvantaged, women- owned, HUBZone small, veteran-owned or service-disabled veteran-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.
  - f. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.
10. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns that receive subcontracts in excess of \$650,000 will be required to adopt and comply with a subcontracting plan similar to the plan required by FAR 52.219-9, entitled "Small Business Subcontracting Plan". Such plans will be reviewed by comparing them to the provisions of applicable Public Laws and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, SDB (including ANC's and Indian Tribes), WOSB, HUBZone SB, VOSB and SDVOSB subcontractors and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontracting program participants.

11. The offeror (contractor) agrees to:

a) Cooperate in any studies or surveys as may be required.

b) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan.

c) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the 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 the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations. *In accordance with FAR 52.219-9(l)(2)(i)(D), both ISR and SSR*

*reports are due within 30 days of the end of each reporting period— March 31 and September 30. The first report that includes this contract shall be submitted after the first full reporting period of this contract in addition to any fractional part of the previous period in which this contract became effective.*

d) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS.

e) Provide its prime contract number, its DUNS number, 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.

f) Require that each subcontractor with a subcontracting plan provide

the prime contract number, its own DUNS number, 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.

12. The offeror (contractor) agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan:
  - a. Source lists, guides, and other data identifying SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB concerns.
  - b. Organizations contacted to locate SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB concerns.
  - c. Records on all subcontract solicitations of more than \$150,000, indicating for each solicitation (1) whether SB concerns were solicited and, if not, why not; (2) whether SDB concerns were solicited and, if not, why not; (3) whether WOSB concerns were solicited and, if not, why not; (5) whether HUBZone SB concerns were solicited and, if not, why not; (5) whether VOSB concerns were solicited and, if not, why not; (6) whether SDVOSB concerns were solicited and, if not, why not; and (7) if applicable the reason the award was not made to a small business concern.
  - d. Records of any outreach efforts to contact trade associations, business development organizations, conferences and trade fairs to locate small firms, and veterans service organizations.
  - e. Records of internal guidance and encouragement provided to buyers through workshops, seminars, training, etc. and monitoring performance to evaluate compliance with the program's requirements.
  - f. On a contract-by contract basis, records to support award data submitted to the Government including the name, address and business size of each subcontractor. *Contractors having commercial plans need not comply with this requirement.*

Signed:\_\_\_\_\_

Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title:\_\_\_\_\_