

# Compare Results

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## Total Changes

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## Content

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**1** Deletion

## Styling and Annotations

**2** Styling

**3** Annotations

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**I. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023) - (Applicable for Fixed Price Orders)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line-item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice;  
and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

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

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

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212–5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

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

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

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

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607–2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608–2 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

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

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(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212–5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) [Reserved]

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

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

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

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

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

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

(End of clause)

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2022) ALTERNATE I (NOV 2021) –(Applicable for Time and Material and Labor- Hour Orders)**

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

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(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to -

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause -

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are -

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means -

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

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(D) The following subcontracts for services which are specifically excluded from the hourly rate: TBD at Order Level; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

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(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the -

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor -

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall -

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract. The Contractor cannot retain the rebate as profit.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *Each order must list separately the elements of other direct charge(s) for that order.*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *Each order must list separately the fixed amount for the indirect costs and payment schedule.*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe

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that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment -

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts;  
and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost -

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- (A) Any invoices or subcontract agreements substantiating material costs; and
- (B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall –

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

- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

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(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on -

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the

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date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) [Reserved]

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or

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“browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of clause)

### ADDENDUM TO FAR 52.212-4 and 52.212-4 ALT I

#### **A.1.0 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

**Federal Acquisition Regulation (FAR) clauses:**

<https://www.acquisition.gov/browse/index/far>

**NASA FAR Supplement (NFS) clauses:**

<https://www.acquisition.gov/nfs/part-1852%E2%80%9494solicitation-provisions-and-contract-clauses>

**FAR CLAUSES:**

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (JUN 2020)

52.204-2 SECURITY REQUIREMENTS. (MAR 2021)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT

PAPER. (MAY 2011)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

52.216-16 INCENTIVE PRICE REVISION - FIRM TARGET. (JAN 2022) ALTERNATE I (APR

1984)- *Applicable to FPIF Task Orders*

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52.216-17 INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS. (JAN 2022)  
ALTERNATE I

*(APR 1984)- Applicable to FPIF Task Orders*

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN. (SEP 2019)  
ALTERNATE I

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024)

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS. (MAY 1999)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

52.247-34 F.O.B. DESTINATION. (JAN 1991)

**NFS CLAUSES:**

1852.215-84 OMBUDSMAN. (NOV 2023)

1852.223-72 SAFETY AND HEALTH (SHORT FORM) (JULY 2015)

1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002) ALTERNATE I  
(FEB 2006)

1852.227-86 COMMERCIAL COMPUTER SOFTWARE LICENSE. (APR 2015)

1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

1852.246-74 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE. (OCT 2023)

1852.247-71 PROTECTION OF THE FLORIDA MANATEE. (JUN 2018)  
(End of by reference clauses)

**A.1.1 GSFC 52.211-90 DELIVERABLE REQUIREMENTS (APR 2023)**

The Contractor shall provide all resources necessary to deliver and/or perform the items below:

Item	Description	Reference	Schedule	Delivery Method/Addresses
1	Services and in accordance with Attachment A, SOW	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW
2	Deliverables in accordance with Attachment D, DRD	As Defined in Attachment D, DRD List	As Defined in Attachment D, DRD List	As Defined in Attachment D, DRD List
3	Reports of Work	A.1.3	Monthly	SEWP Contracting Officer (CO) gsfc-dl-sewp-space@mail.nasa.gov
4	Small Business Subcontracting Plan (applicable	FAR 52.219-9(g) and	As required in FAR 52.219-9(g)	Electronic Format/ CO

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	only for Other than Small Business)	FAR 19.704		gsfc-dl-sewp-space@mail.nasa.gov
5	Summary Subcontract Report (SSR)	A.1.32	Annually by October 30	Electronic Subcontract Reporting System (eSRS) <a href="http://www.esrs.gov">http://www.esrs.gov</a>
6	Limitations on Subcontracting Certification	52.219-14	As Required in FAR 52.219-14	Electronic Format/CO gsfc-dl-sewp-space@mail.nasa.gov
7	Certificate of Maintainability	A.1.22	Within 20 calendar days of the issuing Contracting Officer's request	Issuing Contracting Officer
8	Administrative Handling Fee Report	A.1.26	Quarterly	Electronically to the SEWP Program Management Office (PMO)
9	Equal Opportunity Reports	FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO gsfc-dl-sewp-space@mail.nasa.gov
10	Service Contract Reporting	FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	<a href="https://www.sam.gov">https://www.sam.gov</a>
11	Affirmative Procurement of Biobased Products	FAR 52.223-2	Annually by October 31 and Final Report	<a href="https://www.sam.gov">https://www.sam.gov</a> and copy to the CO gsfc-dl-sewp-space@mail.nasa.gov
12	Invoices	A.1.28	As Specified in A.1.28	Electronically to the SEWP Program Management Office (PMO) via the CHOP

NOTE: Unless otherwise specified, "day" means "calendar day".

(End of clause)

**A.1.2 GSFC 52.211-91 SCOPE OF WORK (FEB 2016)**

This information will be updated at contract award:

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TBD: This Request for Proposal (RFP) will result in the award of separate contracts. Therefore, it is necessary to keep this clause generic at this time. At contract award, the scope category will be identified in this clause.

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The Categories are self-contained, and requirements will be provided for quoting and fulfillment at the order level in one category. The Contractor shall provide the personnel, materials, and facilities, necessary to perform the work and to furnish the items specified in Attachment D- Contract Data Requirements Deliverable of this contract in accordance with the Statement of Work: SEWP Contract Scope (Attachment A); and task orders issued hereunder. The contracts will be awarded by Category and classified by Group as follows:

**Category A- ITC/AV Solutions (Information Technology, Communication and Audio Visual) – NAICS 541519e (footnote 18)- IT Value Added Reseller**

Group A1 – Unrestricted

Group A2- Small Business Set Aside

This Category represents a broad suite of ITC/AV solutions, i.e., technology in which there is an intertwining of products, such as a laptop, and services, such as maintenance and installation, requirements. Each technology area includes specific technology sub-areas; however, offerings shall not be limited to those specific sub-areas. The listed sub-areas are not exclusive to all applicable ITC/AV solutions. The scope of Category A is the full breadth and depth of ITC/AV technology under each technical area and therefore all similar and related technologies are within scope of this Category.

Note that requirements and offerings at the order level may combine elements across multiple Technical Areas. For example, elements of the main categories of AV, security and networking can be combined to provide all-in-one solutions. The combination of security and AV technology, for example, allows for security and command and control systems such as video security systems. Networking, communication, and AV combine for Videoconferencing solutions.

The **NAICS 541519e** services requirements are amortized at the contract level and not the individual order level.

***Technical Area 1a: IT COMPUTER SYSTEMS / COMPUTE FACILITIES***

This Technical Area includes all forms of computer systems from handheld devices to Quantum Computing Servers. Also included in this technical area are the full suite of technology and services related to setting up and maintaining compute facilities. The listed sub-areas are not exclusive but define a broad range of technology under this technical area and all similar and related technologies are within scope of this area.

Technology within this Technical Area have an NMR class waiver utilizing NAICS 334111 for commercial off-the-shelf laptops and tablets; mainframe computers and peripherals when the peripheral equipment is purchased with a mainframe computer, Automated Data Processing (ADP) Input/Output and Storage Devices, and ASP storage supplies and ASP storage equipment

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and NAICS 334112 for Automated Data Processing (ADP) Input/Output and Storage Devices, Support Equipment and Supplies.

The listed sub-areas are not exclusive but define a broad but specific range of technology under this technical area and all similar and related technologies are within scope of this area.

### **Sub-areas:**

Laptops/Notebooks

Desktops

Tablets

Handhelds

Optical storage technology

Thin Clients

High speed Computer systems (clusters, quantum, etc.)

Storage management systems / file servers

Media storage technology

Storage virtualization system

Data/Computer Center facilities and containers

Facility Environmental technology and accessories (power, cooling, security, fire suppression lighting and monitoring, etc.)

Electronic Components

Graphics or video accelerator cards

Memory module cards

Data acquisition board

Wearable computing device

Computer kiosk

Anti-fatigue mats

Bags and cases for ITC/AV products

ITC/AV Shipping Products and Supplies

Ergonomic desks

Racks, Enclosures and shelves

### ***Technical Area 2a: IT Storage Systems***

This Technical Area consists of a range of IT Storage Systems offerings ranging from a USB device to a mass storage system. The Offerings are defined via the UNSPSC 43212xxx (Computer data storage management systems) and 43201xxx (Media storage devices). The Offerings fall under PSC Codes 7K20. Sub-areas within this Technical Area include Storage virtualization system, Storage Arrays, Hard Disk Drives, Storage device controller, and Network attached storage (NAS) device. Included are internal items and accessories that directly support the proposed platforms (e.g., various sizes of drives, storage cables, adapters, storage expansion cabinets, storage network bridge devices, power supplies, power adaptors, firmware, backup devices, and storage media along with manufacturer warranties and storage management licenses).

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An individual NMR Waiver applies to offerings under this Technical Area utilizing NAICS 541519- footnote 18 except for renting/leasing storage systems.

The listed sub-areas are not exclusive but define a broad but specific range of technology under this technical area and all similar and related technologies are within scope of this area.

### **Sub-areas:**

- Network attached storage (NAS) Servers
- Optical storage technology
- Storage management systems / file servers
- Media storage technology
- Storage virtualization system
- Storage Arrays
- Hard Disk Drives
- Storage device controller

### ***Technical Area 3a: Networking and Communication Equipment***

This Technical Area consists of a range of network technology including switches, routers, concentrators, and diagnostic tools. Networking systems also include network communication devices relying on WIFI, radio and related technology. This area also includes mobile systems and smart phones to allow mobile access to individual's needs. All Networking and technology-based services are integral to this technology area. The listed sub-areas are not exclusive but define a broad range of technology under this technical area and all similar and related technologies are within scope of this area.

An individual NMR Waiver applies to offerings under this Technical Area utilizing NAICS 541519- footnote 18 except for data communications equipment, such as routers, bridges, and gateways, which are covered by an NMR Class Waiver utilizing NAICS 334210.

The listed sub-areas are not exclusive but define a broad but specific range of technology under this technical area and all similar and related technologies are within scope of this area.

### **Sub-areas:**

- Wireless (Wi-Fi) communication technology
- Network Routers / Modems / Switches
- KVM Switches
- Everything over IP (EoIP)
- Device as a Service
- Wireless network interface cards
- Modem cards
- Network interface cards
- Optical network technology
- Tools for in-scope network installation
- Structural material; raised floors; acoustic tiling, specialized entryways
- Network service concentrators
- Telecommunication Devices and Services
- Phones

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Unified Communications (Email, Instant Messaging, VOIP and Conferencing)  
Cellular service  
Radio core communication equipment / antennas  
Microwave core communication equipment / antennas  
Satellite core communication equipment / antennas  
Video streaming system  
Mobile or messaging game platform  
Video networking equipment  
Cable network tester  
Network service equipment  
Datacom and network connectivity installation devices and equipment  
X ray baggage inspection system  
Network system cabinet or enclosure

### ***Technical Area 4a: Imaging Equipment and Supporting Technology***

This Technical Area includes peripherals, accessories and other technology that support and complement the full implementation of ITC/AV solutions. Included in this group are display terminals and systems and other low-end client systems to allow user connectivity to a full range of computer systems; and scanners to allow inputting of information. This group also includes multi-functional devices (MFD) which are single devices that serve several functions, including printing, scanning, faxing and photocopying.

An individual NMR Waiver applies to offerings under this Technical Area utilizing NAICS 541519- footnote 18 except for inkjet printers, laser printers, plotter printers, multi-function printers, scanners and 3D printers since an NMR Class Waiver exists utilizing NAICS 334118.

The listed sub-areas are not exclusive but define a broad but specific range of technology under this technical area and all similar and related technologies are within scope of this area.

#### **Sub-areas:**

Inkjet printers  
Laser printers  
Plotter printers  
Multi-function devices  
Scanners  
Three-dimensional printing machine  
Magnetic stripe readers and encoders  
Printer supplies (e.g., Paper, Toner)  
Bar code technology  
Point of sale technology  
Computer Accessories (includes Mouse, Keyboard, Monitors, Docking Stations, Speakers, Computer Screens and Monitor Stands)  
Health IT

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IOT (Internet of Things) and computerized devices  
Mouse pads  
Keyboard drawers or shelves  
Call management systems and accessories  
Anti-fatigue mats  
Bags and cases for ITC/AV products  
ITC/AV Shipping Products and Supplies

### ***Technical Area 5a: IT Power and Cabling Equipment***

This Technical Area consists of a range of IT power and cabling offerings. The Offerings are defined via the UNSPSC 39121xxx (Power conditioning equipment), and 43202xxx (Sub-assemblies for electronic devices). The Offerings fall under PSC Codes 7H20 and 7J20. Sub-areas within this Technical Area include Uninterruptible Power Supplies (UPS), Power supply units and Computer cables including fiber optic cables. Included are and accessories that directly support the proposed equipment (e.g., power racks, cable trays, various cable bends, connectors, and cable tray hangers).

An individual NMR Waiver applies to offerings under this Technical Area utilizing NAICS 541519- footnote 18.

The listed sub-areas are not exclusive but define a broad but specific range of technology under this technical area and all similar and related technologies are within scope of this area.

#### **Sub-areas:**

Power systems (e.g., UPS/PDU/battery/generator)  
Uninterruptible Power Supplies (UPS)  
Power supply units  
Computer cables  
Fiber Optic Cables  
Cable Accessories  
Power Accessories

### ***Technical Area 6a: Audio / Video Equipment***

This Technical Area consists of a range of technology and services in support of audio-visual technology and related imaging, sound and display tools. The offerings in this group includes video acquisition, production, post-production, distribution, and display solutions. Additionally, the increasing complexity and volume of scientific data benefit from paradigms for interaction and visualization that are much closer to normal human interaction in the physical world. These paradigms require immersion and stereoscopic viewing for three-dimensional data, tracked and/or haptic devices with high degrees of freedom, and audio processing systems. Where appropriate, these devices may act as input/output peripherals to developmental computer systems.

An individual NMR Waiver applies to offerings under this Technical Area utilizing NAICS 541519- footnote 18 except for photographic and photocopying equipment such as cameras

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(except television and video), projectors, film developing equipment, photocopying equipment, and microfilm equipment since an NMR Class Waiver exists utilizing NAICS 333316.

The listed sub-areas are not exclusive but define a broad range of technology under this technical area and all similar and related technologies are within scope of this area.

### **Sub-areas:**

TVs, Display Monitors, Projectors and Screens  
Microphones  
Night vision equipment  
Head mounted displays  
Virtual Environment Devices (e.g., Tactile glove haptic device)  
Video Tele-conferencing (VTC)  
Medical imaging systems/ Medical IT solutions  
Components for information technology or broadcasting or telecommunications  
White boards and screens  
Lecterns and sound systems and accessories  
Digital sound processors (DSP), amplifiers, ceiling or wall speakers  
Audio presentation and composing equipment and hardware and controllers  
Phone and video conference equipment and hardware and controllers  
Cameras and accessories  
Consumer electronics: Audio and visual equipment and accessories  
Instrument tripods  
Conferencing tables  
Projector stands or carts  
Video Walls (LCD and LED)  
Visualization systems  
Stereoscopic and 3D Visual Systems  
Media, IT and electronic cabinets

### ***Technical Area 7a: Security and Sensor Equipment***

This group consists of security-oriented technology needed to securely support a full implementation of computer systems and infrastructure. Items in this group will include virus and spyware detection tools, two and three factor authentication tools, firewalls, auditing tools, intrusion detection systems, encryption capabilities, monitoring tools, and secure remote access tools. Security hardware include biometric devices and security related sensors and data input devices. All forms of sensors and other data collection devices along with supporting accessories are included in this area.

An individual NMR Waiver applies to offerings under this Technical Area utilizing NAICS 541519- footnote 18.

The listed sub-areas are not exclusive but define a broad but specific range of technology under this technical area and all similar and related technologies are within scope of this area.

### **Sub-areas:**

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Security monitoring and control systems  
Drones/Robotics: non-offensive, data collection only  
Global Positioning Systems (GPSs) and navigation systems  
Network security equipment  
Sensors  
IT testing and measuring technology solutions  
Biometric identification equipment  
Smart Card technology solutions  
Data acquisition systems  
Shredding devices  
Law Enforcement and National Security and Security and Safety Equipment and Supplies  
X ray baggage inspection system  
Temperature humidity testers  
Access control systems  
Security cameras  
Motion Sensors  
Fingerprint equipment  
Digital voice recorders

### ***Technical Area 8a: Software and Cloud Technology***

This Technical Area consists of all Software solutions including operating systems, data analysis, visualization, engineering, etc. Software and cloud solutions are not limited to those listed as Sub-Areas. This Technical Area also includes the full suite of Cloud Technology including but not limited to XAAS (X as a Service) and all related software and cloud technology services.

An individual NMR Waiver applies to offerings under this Technical Area utilizing NAICS 513210 except for customized solutions, smartphone applications and network security monitoring software.

The listed sub-areas are not exclusive but define a broad but specific range of technology under this technical area and all similar and related technologies are within scope of this area.

### **Sub-areas:**

Software as a service (Cloud based services)  
Data management and query software (Database technology)  
Virtualization and Cloud Computing solutions  
Cloud-based hardware as a service  
Workstation as a service  
Print as a service  
Call center software as a service  
Database management as a service  
Cloud-based infrastructure as a service  
Cloud storage as a service  
Cloud network devices as a service  
Cloud-based business process as a service  
Data analytics process as a service

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- Graphic/imaging software
- Business function specific software
- Finance accounting and enterprise resource software
- Computer game or entertainment software
- Content management software
- Development software
- Educational or reference software
- Network management software
- Operating environment software
- Security and protection software
- System management software

### ***Technical Area 9a: Product-Based Services***

This Technical Area consists of product-based services such as installation, training, maintenance, etc. While all services must have a product basis for the service, there is no requirement to purchase a product with any of these services. These services shall also be included in the other appropriate Technology Areas, (e.g., Server warranty and installation is an integral part of any Server offering in Technical Area 1 above).

The listed sub-areas are not exclusive but define a broad but specific range of technology services under this technical area and all similar and related service technologies are within scope of this area.

#### **Sub-areas:**

- Site Planning/Installation services
- ITC/AV maintenance/support/training
- In-scope training: classes and material/software
- Document destruction services
- Photocopier rental or leasing service
- Printing equipment maintenance
- Product Based Engineering services
- IT Operations and Maintenance solutions
- Integration services
- Warranty services
- Help Desk Support

### **Category B- Enterprise-wide ITC/AV Service Solutions – NAICS 541512**

Group B1 – Unrestricted

Group B2 - Small Business Set Aside

The Category B scope provides Federal agencies with customized Enterprise-Wide Strategic Solutions. Enterprise-wide is defined as a large-scale requirement involving multiple departments, locations, customers, and/or field offices for a given agency. These Enterprise-Wide Strategic Solutions improve and enhance the Agency ICT/AV infrastructure through

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methodologies including managed services such as computer or printer services; and shared services such as Agency-wide help desk ticketing systems, enterprise-wide IT security, and application services. Services may be performed at Government and/or Contractor locations worldwide, as specified in each Order. Product only requirements are not in scope for this category.

The sample list of representative service areas is not meant to be all-inclusive, but are indications of types of in-scope services-based solutions. Other services which adhere to the definition of ITC/AV services and encapsulate an enterprise-wide solution, are within scope and may be provided to meet an agency's particular mission needs. Note that the while the general service areas of Category B services in some cases overlap with Category C, Category B is only intended to be utilized for large agency/enterprise-wide implementations.

### ***Technical Area 1b: ENTERPRISE-WIDE NETWORK SERVICES***

Manage a single end-to-end service provisioning organization that combines and streamlines LAN and WAN communications services for both corporate and mission networks. The enterprise model is to improve the planning and delivery of enterprise-wide IT services and to obtain cost efficiencies resulting from the consolidated delivery structure. Improve the consistency of infrastructure services built and operated in multiple locations (e.g., LANs and WAN management) to better enable intra-Agency collaboration, user mobility, and Cybersecurity. Tasks, defined at the task order level, may include, but are not limited to: Provide continuity of service for legacy custom data network solutions for point-to-point network connections and point-to-point copper and fiber optic circuits; provide Corporate Network Services, Corporate Voice Services, Corporate Data Services, Corporate Collaboration Services, Corporate Management and Operations, Mission Services, Mission Management and Operations, Customer Relationship Management, Service Management, Strategy Generation, Cybersecurity Support, Cable Plant Services, and Unified Communications and Collaboration (UCC).

### ***Technical Area 2b: IT MANAGED SERVICES***

Provide, manage, secure, and maintain IT services across the Agency/Enterprise including but not limited to: End-User Compute Device Management, End-User Software Management, Mobile Device Management, Print Device Management, Messaging/Collaboration, Infrastructure Services, Enterprise Service Desk (ESD), Local Service Desks, End-User Standards, and IT Security. The types of support needed for the End User Services Program could include (but are not limited to) desktop engineering, project management support, transformation and operation support, continual service improvement and communications, and other program support functions.

### ***Technical Area 3b: ENTERPRISE-WIDE INNOVATION SERVICES***

Enterprise-Wide Innovation Services that include both Innovation efforts of continuous improvement and innovation. Continuous improvement is defined as the ongoing effort to enhance the efficiency and effectiveness of the IT services. Innovation is defined as the process to identify and implement new ideas and break-through solutions that change and/or enhance the services and results in additional Business and/or IT value.

***Technical Area 4b: IT SERVICE MANAGEMENT***

Enterprise-wide Standardization of IT Service Management (ITSM) refers to process, tools, and the way services are delivered to improve IT efficiency, effectiveness, customer experience, and reduce cost. Support and enable the service delivery ITSM in order to support necessary integration and cooperation with other service delivery programs and contactors. Utilize cloud-based platforms to provide end users with tools to submit and track service requests, incidents, and feedback, take customer satisfaction surveys, search the knowledge base, and run reports.

***Technical Area 5b: ENTERPRISE SERVICE PROGRAM INTEGRATION***

Support Enterprise IT Services strategy which spans the following services: Network Communications, Cybersecurity support, Data Center, End-user Services, Enterprise Applications, Web Services, and other enterprise-wide services. Work within, and proactively collaborate across independent Enterprise and non-Enterprise service contracts to ensure integration of a seamless IT service delivery environment and capability across an agency. The Contractor shall provide services that facilitate strategic decisions for an organization with respect to its current and future IT structure and program integration. This includes conducting a systematic assessment and redesign of the key technologies, business processes, activity-based costing and organizational structures; streamlining processes, properly aligning the organization to reflect the way work is accomplished and deploying proven supporting technologies where appropriate. The outcome of future studies and assessments may contribute to an overarching IT strategy, aligned with business goals, objectives, and healthcare and benefits initiatives that leverage innovation to define new opportunities for success. The outcome of studies and assessments may also serve as a critical input into designing a set of metrics, which are measurable objectives related to the overall IT strategy and operations.

***Technical Area 6b: ENTERPRISE-WIDE INFORMATION AND DATA ANALYTICS SERVICES (IDAS)***

The Information and Data Analytics team is a virtually distributed, hybrid team of analysts, data scientists, developers, and technologists working together across an agency to rapidly prototype, develop and deploy solutions to address the most pressing analytic challenges. Provide support for IDAS, including: Data Science, Data Modeling, Big Data and Advanced Analytics, Artificial Intelligence, Machine Learning Methods and Practices to the Agency. Support improving the use, management, and application of data by rapidly prototyping, developing, deploying, and maintaining solutions to address the most pressing analytic challenges.

***Technical Area 7b: ENTERPRISE-WIDE APPLICATION SERVICES/SOFTWARE DEVELOPMENT***

Perform assessment, planning, design, development, testing, integration, administration, maintenance, operational support, decommission, and documentation for new and existing applications defined at the order level for Agency/Enterprise-wide Applications. Track current technologies and trends as they relate to the desktop (native), server, web, Cloud as a Service, and mobile application environment support. Application development may require expertise in various areas including, but not limited to: agile development practices; front and back-end development; automated (unit/integration/end-to-end) testing; Continuous Integration and Continuous Deployment; Application programming Interface (API) development and

documentation; Cloud deployment; Product management and strategy; Visual design; Building and testing public-facing sites and tools; etc.

***Technical Area 8b: ENTERPRISE-WIDE CYBERSECURITY SERVICES***

Cybersecurity standards, architecture and engineering include assisting in designing and developing cybersecurity architecture and engineering in order to improve an Agency's cybersecurity posture, take advantage of modern technologies such as cloud, meet Federal requirements, and enhance the user experience. Cybersecurity and privacy services includes providing services for continuous monitoring and threat detection, incident response and management, vulnerability management, cyber forensics and analysis, implementation of the National Institute of Standards and Technology (NIST) risk management framework, and cybersecurity posture assessment.

***Technical Area 9b: ENTERPRISE-WIDE CLOUD SERVICES***

Evaluate, recommend, implement and support the Agency's adoption of various cloud technologies such as cloud environments (e.g., AWS GovCloud, Azure Government Cloud, Salesforce Government Cloud); cloud services (e.g., Amazon Web Services, iSite, Snowflake); and cloud service models (e.g., IaaS, PaaS, SaaS). Examples of Cloud services include, but are not limited to: Application Integration Services; Cloud Governance, Security and Compliance; Cloud Strategy and Planning; Cloud Storage and Hosting; X as a Service (XaaS).

***Technical Area 10b: ENTERPRISE-WIDE DIGITAL MULTIMEDIA AND TECHNICAL COMMUNICATIONS SERVICES***

This category includes but is not limited to: Agency-wide Television and Broadcasting services; Agency web site and social media operations; digital communications; institutional audiovisual support; publishing support; and foundational work in graphic, visual, electronic and broadcast arts. Provide multimedia and communication products, systems, and services to support meeting institutional, programmatic and mission requirements (e.g., still and motion imagery in support of center events; multimedia engineering, imagery acquisition and video operations in support of engineering analysis; and mission operations).

***Technical Area 11b: PROGRAM MANAGEMENT/ANCILLARY SERVICES AND SUPPLIES***

The Contractor may provide ancillary support as necessary to offer an IT services-based solution. The ancillary support described here may only be included in a task order when it is integral to and necessary for the IT services-based effort. Ancillary support may include, but is not limited to:

- Clerical support
- Data entry services
- Program Management / Integration services
- Financial management services
- Logistics services
- Phase-In/transition management services
- Procurement services
- Physical and Cyber security management services
- Facilities Management services

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Ancillary ITC/AV products  
Minor alteration, and repair to real property services

### **Category C- ITC/AV Mission-Based (Information Technology Communication (ITC) and Audio Visual (AV)) Services – NAICS 541512**

Group C1- Small Business Set Aside

Group C2- RESERVED

The Category C scope provides Federal agencies with customized Solutions at a Mission/Program level that improve and enhance a ITC/AV infrastructure through methodologies including but not limited to custom computer programming services, telecommunication services including network operations, IT, AV, and Communications based engineering and design services, data processing and analysis services, hosting, and related services, IT and network operation and computer facilities, ITC and AV management services, IT consulting and educational services, digital government services, and cybersecurity and security systems services. Services may be performed at Government and/or Contractor locations worldwide, as specified in each Order. Product only requirements are not in scope for this category. Category C has a threshold restriction of \$2 million per order (inclusive of options) for the 1<sup>st</sup> year of contract performance and \$10 million per order in the 2<sup>nd</sup> year of contract performance. Category C threshold restrictions are subject to removal beginning in the 3<sup>rd</sup> year of contract performance.

The sample list of representative service areas is not meant to be all-inclusive, but are indications of types of in-scope services-based solution. Other services which adhere to the definition of ITC/AV are within scope and may be provided to meet a particular mission needs. Note that while the general service areas of Category C services in some cases overlap with Category B, Category C is intended to be utilized for mission level implementations.

#### ***Technical Area 1c: INNOVATION SERVICES***

Mission specific Innovation Services that include both Innovation efforts of continuous improvement and innovation. Continuous improvement is defined as the ongoing effort to enhance the efficiency and effectiveness of the IT services. Innovation is defined as the process to identify and implement new ideas and break-through solutions that change and/or enhance the services and results in additional Business and/or IT value.

#### ***Technical Area 2c: INFORMATION AND DATA ANALYTICS SERVICES (IDAS)***

The Information and Data Analytics team is a virtually distributed, hybrid team of analysts, data scientists, developers, and technologists working together to rapidly prototype, develop and deploy solutions to address the most pressing analytic challenges. Provide support for IDAS, including Data Science, Data Modeling, Big Data and Advanced Analytics, Artificial Intelligence, Machine Learning Methods, and Practices to the Agency. Support improving the use, management, and application of data by rapidly prototyping, developing, deploying, and maintaining solutions to address the most pressing analytic challenges.

***Technical Area 3c: APPLICATION SERVICES/SOFTWARE DEVELOPMENT***

Perform assessment, planning, design, development, testing, integration, administration, maintenance, operational support, decommission, and documentation for new and existing applications defined at the order level for Mission specific Applications. Track current technologies and trends as they relate to the desktop (native), server, web, Cloud as a Service, and mobile application environment support. Application development may require expertise in various areas including, but not limited to agile development practices; front and back-end development; automated (unit/integration/end-to-end) testing; Continuous Integration and Continuous Deployment; Application Programming Interface (API) development and documentation; Cloud deployment; Product management and strategy; Visual design; Building and testing public-facing sites and tools; etc.

***Technical Area 4c: CYBERSECURITY SERVICES***

Cybersecurity standards, architecture, and engineering include assisting in designing and developing cybersecurity architecture and engineering taking advantage of modern technologies such as the cloud, meeting Federal requirements, and enhancing the user experience. Cybersecurity and privacy services include providing services for continuous monitoring and threat detection, incident response and management, vulnerability management, cyber forensics, and analysis, implementation of the National Institute of Standards and Technology (NIST) risk management framework, and cybersecurity posture assessment.

***Technical Area 5c: CLOUD SERVICES***

Evaluate, recommend, implement, and support at the Mission/Program level for the adoption of various cloud technologies such as cloud environments (e.g., AWS GovCloud, Azure Government Cloud, Salesforce Government Cloud); cloud services (e.g., Amazon Web Services, iSite, Snowflake); and cloud service models (e.g., IaaS, PaaS, SaaS). Examples of Cloud services include but are not limited to: Application Integration Services; Cloud Governance, Security, and Compliance; Cloud Strategy and Planning; Cloud Storage and Hosting; X as a Service (XaaS). Cloud Services is inclusive of all offerings and services associated with cloud services.

***Technical Area 6c: DIGITAL MULTIMEDIA AND TECHNICAL COMMUNICATIONS SERVICES***

This category includes but is not limited to Mission level Television and Broadcasting services; Mission website and social media operations; digital communications; institutional audiovisual support; publishing support; and foundational work in graphic, visual, electronic, and broadcast arts. Provide multimedia and communication products, systems, and services to support meeting institutional, programmatic, and mission requirements (e.g., still and motion imagery in support of center events; multimedia engineering, imagery acquisition, and video operations in support of engineering analysis; and mission operations).

***Technical Area 7c: IT OPERATIONS AND MAINTENANCE / HELP DESK/CALL CENTER SUPPORT***

Support the operation and maintenance of IT systems. Operations and maintenance on IT systems include all software and hardware associated with mainframes, client/server, web-based applications, XYZ-as-a-Service, virtual desktop infrastructure, and networking. Operational

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Support includes Infrastructure Management Services (IMS) (Configuration Management; Network/Hardware Support; Resource Management; Backup and Recovery Management; Installation, Configuration, and Tuning; Electronic Software Licensing Services, including license: deployment, management, tracking, upgrading, etc.; System Management; IT Operation and Maintenance Planning; Data Quality Management; Continual Service Improvement; IT Infrastructure Optimization; Hardware Asset Management; Software Management) Provide a full array of services, staff, and expertise to operate and maintain Service Desk/Help Desk/ Call Center functions. Provide software system administration and operational support onsite or remotely as required. Install new software releases to supported locations/facilities/sites as required. This may include, but is not limited to, individual computer and peripheral maintenance and desk-side services.

### ***Technical Area 8c: NETWORK SERVICES***

Manage a single end-to-end service provisioning organization that combines and streamlines LAN and WAN communications services for mission networks. Tasks, defined at the task order level, may include but are not limited to Providing continuity of service for legacy custom data network solutions for point-to-point network connections and point-to-point copper and fiber optic circuits; providing Corporate Network Services, Corporate Voice Services, Corporate Data Services, Corporate Collaboration Services, Corporate Management and Operations, Mission Services, Mission Management, and Operations, Customer Relationship Management, Service Management, Strategy Generation, Cybersecurity Support, Cable Plant Services, and Unified Communications and Collaboration (UCC).

### ***Technical Area 9c: DATABASE SERVICES***

Manage database applications and services including database administration, Database Management System (DBMS) software, and associated database tools both on-premises and in the cloud. Database services include but are not limited to: Database creation; Database Monitoring and Alerting; Performance Tuning and Optimization; Database Administration and Security; etc.

### ***Technical Area 10c: IN-SCOPE TRAINING***

Identify training requirements, obtain, or develop training programs and conduct training for technologies, systems, applications, and products. This includes but is not limited to: IT workforce development and competency-based training; training for personnel to ensure proper operation, maintenance, and testing of systems, applications, and products; training and knowledge transfer to technicians and other staff about services and associated products within the functional scope of the SEWP Contracts.

### ***Technical Area 11c: PROGRAM MANAGEMENT/ANCILLARY SERVICES AND SUPPLIES***

The Contractor may provide ancillary support as necessary to offer an IT services-based solution. The ancillary support described here may only be included in a task order when it is integral to and necessary for the IT services-based effort. Ancillary support may include, but is not limited to:

- Clerical support services
- Data entry services

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Program Management / Integration services  
Financial management services  
Logistics services  
Phase-In/transition management services  
Procurement services  
Physical and Cyber security management services  
Facilities Management services  
Ancillary ITC/AV products  
Minor alteration, and repair to real property services

(End of Text)

### A.1.3 REPORTS OF WORK

(a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering all Orders active during each month of contract performance. Reports shall address the accomplishments and progress of all work performed under each Order for the month being reported. Each Order shall be in a consolidated report. The report shall be in narrative form and brief in content. The report shall include a description of overall Order progress to include technical accomplishments and status of deliverables. Also, the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also, the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period. The Monthly progress report shall be uploaded in the CHOP (Contract Holder Only Page).

(b) Final Order Report. The Contractor shall submit a Final Order Report for each completed Order that summarizes the results of the entire Order, including recommendations and conclusions based on the experience and results obtained.

(c) Submission. The Contractor shall submit the reports required by this clause in the Contract Holder Only Page (CHOP).

(d) Submission dates. Monthly reports shall be submitted monthly from the date the order is awarded. The final report for each Task Order shall be submitted within 30 days after completion of the Task Order.

(End of text)

### A.1.4 OTHER FEDERAL AGENCY UTILIZATION

Other Federal Agencies, and authorized Contractors, will be allowed to utilize this contract, to satisfy Information Technology (IT) requirements. Non-Federal Governments are not authorized to use this contract unless mandated by Congress.

(End of text)

**A.1.5 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS**

Support Service Contractors may be authorized by their Government Contracting Officer to purchase from the SEWP Contracts on behalf of the Government. To authorize a contractor to purchase from the SEWP contracts, the authorizing contracting officer shall send a copy of the authorization letter to the SEWP Program Office no later than 3 days before needing a contractor to have access to place orders. The authorization letter must contain all the following information:

1. Authorizing Agency Name, Contracting Officer (CO/KO) Name, Mailing Address, Email Address, Phone/FAX number.
2. Complete the contractor's corporate name, division, and address.
3. Contract number and period of performance.
4. A statement that the contractor is authorized to purchase from SEWP contracts in support of the above contract.
5. The CO's/KO's signature and date signed.

(End of text)

**A.1.6 GSFC 52.217-92 EFFECTIVE ORDERING PERIOD (JAN 2014)**

The effective ordering period of this contract shall be for a period of 10 years from the contract's effective date of TBD. Orders placed against this contract can be completed up to 60 months past the contract's expiration date.

(End of clause)

**A.1.7 AUTHORIZED CONTRACT TYPES**

The SEWP GWAC allows for Firm Fixed Price, Time and Material, Labor Hour, Fixed Price Award Fee, Fixed Price Incentive Fee, Fixed Price Economic Price Adjustment, or any hybrid of commercial contract types for orders. Ordering Contracting Officers are required to include the appropriate FAR and agency clauses when using a respective contract type.

(End of text)

**A.1.8 PROCEDURES FOR ORDERS**

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Supplies or services to be furnished under this contract shall be specified by the issuance of delivery orders from any Government agency priced in accordance with Section A.1.15 Discounts for Technology Equipment and Attachment F, SEWP Database of Record. Such orders may be issued from the effective date of the contract through the ordering period. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order inclusive of all options for up to a period of five years beyond the effective ordering period. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last date of the last item to be delivered in the issued delivery order schedule.

The issuing Contracting Officer may negotiate additional terms and conditions for a specific order. Any additional terms and conditions including licensing agreements proposed by a Contractor must be clearly identified in writing in the quote. All proposed licenses and other terms and conditions must be in accordance with applicable regulations, laws, and policies. The terms and conditions contained in the SEWP contract shall prevail in the event of a conflict with any terms and conditions imposed at the delivery order level. (For example, the ordering Agency IT security policies, procedures, and requirements or leasing of SEWP equipment may be included in individual orders.)

Delivery orders will identify the exact destination for shipment and warranties, which may be limited to the United States and its possessions. Shipments to United States Government installations located outside the U.S. and its possessions are per mutual agreement between the ordering Government Agency and Contractor.

The price for each delivery order may not be increased except when authorized by a modification to the delivery order. If the Contractor decreases the price of any item ordered, they shall notify the issuing Contracting Officer via e-mail within 2 business days of the price decrease.

The price of each item in a delivery order shall be no greater than the price in the SEWP database of record on the date the issuing Contracting Officer signs the order or the award date of the order field if the signature date is not present.

Unless an agency receives an exemption from the SEWP Program Management Office (PMO), all delivery orders shall be submitted by the issuing Agency directly to the SEWP PMO whose functions are described in the Statement of Work prior to acceptance and processing of the delivery order by the contractor. Submission may be made either via e-mail, fax, or other designated electronic commerce methods as defined by the SEWP PMO.

For Fixed Price Incentive Task Orders- The contractor shall submit to the SEWP PMO progress reports containing, at a minimum, the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Total estimated dollar amount of task order(s).

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- (3) Cost and hours incurred to date for each issued task order.
- (4) Costs and hours estimated to complete each issued task order.
- (5) Significant issues/problems associated with a task order.
- (6) Cost summary of the status of all task orders issued under the contract.
- (7) Invoice number.

For Fixed Price Task Orders- The contractor shall submit to the SEWP PMO progress reports containing, at a minimum, the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Price and billed amounts to date for each task order.
- (3) Significant issues/problems associated with the task order.
- (4) Status of all task orders issued under the contract.
- (5) Invoice number.

Contractors that are members of a joint venture/ contract teaming arrangement and have a standalone award in a given category as a prime are prohibited from competing at the order level as both a prime offeror and as part of a joint venture/ contract teaming arrangement.

(End of text)

### **A.1.9 FAR 52.216-18 ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the master contract award date through a ten-year period afterward (the effective ordering period).

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

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

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

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

(3) If sent electronically, the Government either -

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

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

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

(End of clause)

### **A.1.10 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$3 million;

(2) Any order for a combination of items in excess of \$11 million; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of clause)

### **A.1.11 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity

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designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months from contract expiration.

(End of clause)

### **A.1.12 GSFC 52.216-92 MINIMUM/MAXIMUM NUMBER OF SUPPLIES OR SERVICES (FIXED PRICE) (MAR 2022)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$25.00. The maximum ordering value shall not exceed \$20,000,000,000.

(b) All orders placed under this contract will be applied to the minimum and maximum specified above.

(End of clause)

### **A.1.13 FAIR OPPORTUNITY AND REQUESTS FOR QUOTES**

Contractors will be provided a fair opportunity at the individual order level as appropriate per FAR Part 16.505(b), including the SEWP RFQ tools. No documentation for the order selection is required to be submitted with the order. All such documentation is to be maintained by the issuing procurement office.

The Contractor shall not market, quote or otherwise offer for sale, any IT Solutions not listed under this contract, until the said solutions are included in the SEWP database of record, and available to all Government end-users.

If the Government issues a Request For Information (RFI) as part of market research, the Contractor may provide items not yet listed on their SEWP contract as part of a market research quote if:

1. all such items are clearly marked as not yet available on their SEWP contract; and

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2. the contractor submits a technology refreshment request to add those products to their contract

If the Government issues a Request For Quote (RFQ) or a Market Research Request (MRR), the Contractor may only respond with items available on their Contract and the price of each item shall be no greater than the price in Attachment F SEWP database of record at the time the quote is issued. If the Contractor has insufficient items on their contract to fully respond to the Formal RFQ, the Contractor must respond with a No Bid.

Unless the RFQ specifically allows for partial quotes, the Contractor must respond fully to all requirements specified in the RFQ.

When submitting a quote to a government end-user, the contractor must clearly state the length of time the quote is valid. The contractor shall honor any order submitted within the stated time period of a quote.

When responding to an RFI or RFQ issued from the NASA SEWP RFQ on-line quoting system, the Contractor must respond as outlined in Attachment C: Contract Holder User Manual (CHUM).

Contract Holders are prohibited from using Government information posted on the NASA SEWP Contract Holder Only Page, such as RFQs, RFIs, etc., for purposes other than proposing on SEWP requirements. This includes Contract Holders providing third parties with SEWP information and requirements for the purpose of assisting companies, that are not SEWP Contract Holders, with providing unsolicited proposals to meet agency requirements already posted to the NASA SEWP RFQ on-line quoting system.

(End of text)

### **A.1.14 STRATEGIC SOURCING INITIATIVE AND APPLICATION**

Under the auspices of OMB, SEWP PMO reserves the right to utilize the SEWP Contracts to support strategic sourcing initiatives. Socio-economic considerations and goals are considered an integral aspect of establishing strategic sourcing applications. Any Government Contracting Officer or duly authorized representative is authorized to place orders against a strategic sourcing application. Credit card orders may be issued by agency-designated ordering officials. The SEWP Database of Record is referred to as the SEWP Portfolio, which is the entire portfolio of all SEWP CHs and available IT solutions. All eligible SEWP Contract Holders that meets the criteria of a strategic sourcing applications will be permitted to participate. IAW with FAR 16.505(a)(6) orders may be placed using any of the specified strategic sourcing applications listed below:

**A.1.14.1 SEWP Marketplace:**

A marketplace is defined by utilizing a specified set of filters for the Government customer to locate and either purchase direct or submit an RFQ (depending on the dollar amount) to determine the current SEWP solutions that meet those filters. The Marketplace is a portfolio inclusive of all SEWP Contract Holders (CHs) meeting or exceeding the SEWP tool filters that are selected by an end-user such as CH size standard or specific technology regulation requirements (TAA/ 508/UNSPSC®/ EPEAT/etc.) and automatically adjustable based on the filter selection. The SEWP Marketplace can be used for market research and gathering a list of all available CHs for a given product or service and saved to compete an order request. Any Government Contracting Officer (CO) or duly authorized representative is authorized to place delivery or task orders using the Marketplace.

**A.1.14.2 Strategic Storefront:**

A portfolio of specified products IT Solutions, inclusive of only the SEWP CH identified to meet the respective Agency's technical and policy requirements (e.g., Only SEWP CH identified to meet the criteria of an Agencies' assessed and cleared the list of products solutions). Coordination with official representatives such as from the respective Agencies' Office of Chief Information Officer, Office of Procurement, and the SEWP PMO is required to establish a Strategic Storefront. Agency representatives within that agency can select filters to establish Contract Holders based on any criteria such as CH size standard, or specific technology regulation requirements (TAA/ 508/ UNSPSC/EPEAT/etc.). Strategic storefronts are intended to only be accessible to end-users from that agency. Contract Holders within Strategic Storefronts will be updated as SEWP Portfolio CH meets the requirements of the Strategic Storefront criteria and approval of the establishing agency.

**A.1.14.3 Strategic Catalog:**

A portfolio of SEWP CHs eligible to compete for reoccurring acquisitions from a generated SEWP Marketplace. The Ordering CO (OCO) submits a request to the SEWP PMO to establish a strategic catalog by providing a catalog title, general catalog scope, and a class action Agency Special Approvals. & requirement supporting documents (e.g., Agency Special Approvals, Brand Name Justification, Fair Opportunity Exception), terms applicable for future orders, discount requests, names of authorized buyers, and any agency special requirements. The Strategic Catalog's SEWP CH can opt in or out of the joining a catalog before its establishment and then a recurring review at least yearly the OCO can conduct reviews to add new contract holders that meet eligibility requirements after the catalog is established will continuously be given the option to be added if they meet the initial selection criteria and removed if they no longer meet the criteria. The SEWP PMO will provide a SEWP Catalog Tracking Number (SCTN), activate the catalog for the OCO, and authorize buyers to place orders that will be competed among all Catalog CHs. All Catalogs will be active for no more than five years, and then new Marketplace selection criteria are required if the catalog is not reactivated. SEWP CHs will be continuously added if they meet the initial selection criteria or removed if they no longer meet the criteria. An OCO can submit a request at the yearly review to deactivate a catalog if there is no longer a reoccurring need; if the Marketplace selection criteria need to change; if the

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requirement's documents authorization period has expired; or if the Strategic Agency Catalog SOW/ Specs changes.

Strategic Catalog Modification requests can be made to update Discount Requests, Names of Authorized Buyers, and update terms applicable to the orders. A Strategic Catalog CH can opt out prior to the catalog's yearly establishment anniversary date if a catalog is modified.

Agency officials can request catalog-specific reporting such as tracking the number of individual orders placed using a Strategic Catalog by submitting a request to the SEWP PMO and providing the SCTN.

### **A.1.14.4 Refreshments to Strategic Catalog & Storefront:**

The Government may require a structured process for refreshment of items being offered through a Strategic Storefront/catalog. An example of such a process is:

Any contractor which enters that opts-in to a strategic catalog or storefront with a government customer shall provide a quarterly reconciliation to the cognizant catalog CO to inform the customer of changes to the part number, SKU, or CLINs affecting the catalog. Catalog holders shall provide this information in the form of a "before/after" document that crosswalks the previous product identifier to the new one. This refresh shall not be construed as a re-pricing mechanism and the catalog-holder's initially awarded price shall remain unchanged unless altered by way of other supplemental agreement between the parties. This refresh shall also not be used to offer repackaged versions of goods or service offerings initially available in the catalog, and such material changes to the catalog's product list shall not be made without the bilateral consent and supplemental agreement to the catalog.

(End of text)

### **A.1.15 DISCOUNTS FOR TECHNOLOGY EQUIPMENT**

The Contractor shall offer a discount of 0% or more which will be applied against its commercial list price published in the SEWP database of record. The discount(s) proposed will be applied to all Technology Equipment purchases for the life of the contract(s). The Government requires that all items be available to order throughout the life of this contract, if available from the Original Equipment Manufacturer (OEM).

The price provided on the SEWP database of record must be equal to or less than the price for the same offering on the Contractor's current GSA Schedule after discounting for any GSA or other Government fee. If the product is not available on the Contractor's current GSA schedule, then the SEWP contract price must be equal to or less than the same offering on the Contractor's current commercial price list and/or any Contractor's comparable Federal Government contracts unless any pricing difference can be justified.

The Contractor shall notify the SEWP Contracting Officer and the ordering Agency Contracting Officer, within seven calendar days of changes to prices below the offering price listed in this

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contract. If the Contractor's current GSA Schedule Contract price list after discounting any GSA or other Government fee or the Contractor's current commercial or equivalent Federal Government price list is lower than the above-discounted price, the Government retains the right to request the pricelist and to order at the lesser amount unless justification for the price difference exists.

Pricing must be comparable to that of other SEWP Contractors and similar contract vehicles. Markups above an OEM's wholesale / invoice price list must be reasonable and justified.

The Government may negotiate a lower price on an order-by-order basis.

(End of text)

### **A.1.16 GSFC 52.246-93 ACCEPTANCE – MULTIPLE LOCATION(S) (APR 2022)**

The issuing Contracting Officer or authorized representative, as identified on the order will accomplish acceptance as specified on each order.

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 7th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. If actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

### **A.1.17 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (APR 2015)- Applicable to only NASA Orders**

1. At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The form(s) shall be prepared and distributed as follows:

(1) Electronically or via mail and referenced as "Advance Copy", with one copy each to the Ordering Contracting Officer, and the Contracting Officer's Technical Representative (if designated in the order), if any.

- (2) With shipment in a waterproof envelope (one copy) for the consignee.

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(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

I When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

### A.1.18 TIME OF DELIVERY

The Government requires delivery to be made in accordance with the following schedule(s):

- A. Standard Delivery: Items shall be delivered within 30 calendar days of receipt and processing of the Delivery Order at the SEWP PMO, for non-credit card orders, and within 30 calendar days of placement of credit card orders unless otherwise noted and mutually agreed upon as described below for Expedited and Non-standard Delivery.
- B. Expedited Delivery: An expedited delivery schedule of less than 30- calendar days delivery, mutually agreed upon by the Ordering Agency and Contractor, may be added to Delivery Orders.
- C. Non-standard Delivery: A delivery schedule other than the 30-calendar day standard delivery time may be proposed on an individual CLIN (item) basis or at the time a quote is provided to the Government.
- D. ~~4-~~If an item cannot be delivered within the delivery time for that item, the Contractor shall notify the issuing Contracting Officer and the SEWP PMO within two business days of receipt of the order or notification from the manufacturer of the expected delivery date for the ordered item(s). Upon notification, the Ordering Agency may choose to cancel the order or request due consideration for the delay.

(End of text)

### A.1.19 PARTIAL SHIPMENTS

A partial shipment is any shipment that does not include all items specified in the order. Partial shipments will not be accepted unless authorized on the delivery order or by the issuing Contracting Officer prior to the time of delivery. The Government reserves the right to return partial shipments to the Contractor, and transportation charges collect.

(End of text)

### **A.1.20 WARRANTY**

The Contractor shall provide an extended warranty, which can be purchased and begin at any time during the standard commercial warranty period up to and including the end of the commercial warranty period. Extended warranty packages may be invoiced and paid at the start of the warranty period. This extended warranty shall provide coverage based on the commercial warranty period.

At the Government's discretion, the Government may order, at any time during a warranty period, monthly maintenance at a Discounted Monthly Extended Warranty amount in lieu of the extended warranty.

#### **A.1.20.1. Software Maintenance / Product Extended Warranty as a Product**

Product and software maintenance, warranty, and licensing shall be treated as a commercial product unless such product is priced on a usage basis; e.g., maintenance on a printer based on usage must be invoiced monthly.

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no-charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries, FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email, and/or web-based general technical support for users' self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service and are to be billed monthly.

(End of text)

### **A.1.21 CATEGORY A SERVICE RESTRICTIONS**

Agencies may utilize Category A SEWP contracts to purchase product-based services. These services include site planning, installation, integration, and product engineering services using the Service CLINs on the contract provided that the services directly support the site planning, installation, and implementation of in-scope IT solutions. The products may either be purchased separately from SEWP or by another means or at the same time as the services.

Labor services and ancillary products other than product training, maintenance, warranty, site planning, installation, integration, and product engineering services and products already defined in the Product Classification Groups may be purchased using the Service CLINs on the contract provided that those services/products directly support the associated equipment purchased on that delivery.

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For orders with labor services based on labor rates, the issuing CO placing an order against the contract is responsible for considering the labor hours and mix of labor proposed to perform specific tasks being ordered and for deciding that the price of those services is fair and reasonable.

(End of text)

### A.1.22 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 is found on the SEWP Website. 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.

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.

(End of text)

### A.1.23 TECHNOLOGY REFRESHMENT

Any new technology which will upgrade, extend, or enhance the components shall be evaluated if the Contractor submits a technology refreshment (TR) proposal outlining the proposed technology. Included in this proposal shall be pricing data (i.e., current published commercial price list) and other technical information as listed below. With the receipt of a proposal from the Contractor, the Government shall have the right to approve any or all the proposed CLINs and to unilaterally modify the contract to provide for the ordering of the new technology.

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The Government reserves the right to remove any item from the current contract if it deems the item to be out of scope, not reasonably priced, out of date, or missing technical information. Any item on contract for more than 18 months may be considered out of date.

The format and process for submitting Technology Requests is defined in Attachment C-Contract Holder User Manual.

All or part of a technology refreshment request may be approved by the Government. All approved items in the technology refreshment request will immediately be added to the electronic SEWP database of record constituting the current data associated with Attachment F of this contract. At that point, the items may be quoted and ordered.

### **A.1.23.1. Specialized Contract Line-Item Numbers**

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:

- 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 A.1.29 DELIVERY AND OTHER CHARGES.
- 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. A list of currently accepted uses for this CLIN is provided in Attachment C SEWP Contractor Holder User Manual.
- 5) ODC-Z: Other Direct Cost. Supporting documentation may be requested.
- 6) OVERHEAD-Z: expenses directly related to the management of an order's award. Supporting documentation may be requested.
- 7) GENADMINISTRATION-Z: expenses incurred in the day-to-day operations of a business. Supporting documentation may be requested.

### **A.1.23.2. Bundled Line Items**

The Contractor may propose a single line item that bundles together a number of separate products into one CLIN provided that:

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- 1) each of the products is available as separate CLINs in the Contract prior to the addition of the bundled CLIN; and
- 2) a spreadsheet listing the items and individual prices is submitted for approval to the SEWP PMO

(End of text)

### **A.1.24 SUBSTITUTE/ENHANCEMENTS FOR SPECIALIZED EQUIPMENT/SOFTWARE TO ACCOMMODATE USERS WITH DISABILITIES**

The Contractor is encouraged to offer equipment or software that becomes available after the contract award and offers improvements in technology that better suits the needs of users with disabilities. If the Government elects to do so, it may evaluate the equipment/software, and substitute the equipment for the equipment covered in the contract but not yet delivered. Any such proposal shall contain the general information required by the Technology Refreshment clause A.1.22 in this Section.

When substitution of such specialized technology is made without charge to the Government, or as a planned part of the contract (e.g., planned upgrade), manuals and publications as required by the contract shall be provided to all addresses (in the stated quantities) affected by the change without charge to the Government (unless other payment arrangements are made by the ordering agency).

(End of text)

### **A.1.25 ELECTRONIC DATA AND REPORT INTERCHANGE**

Electronic Data and Report Interchange shall apply in accordance with Attachment C, SEWP Contract Holder User Manual.

(End of text)

### **A.1.26 CONTRACTOR COLLECTION OF AGENCY ADMINISTRATIVE HANDLING FEE**

An Agency Administrative Handling Fee, not to exceed .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:

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(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 in 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 Procurement 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.nasa.gov/specials/nssc-pay/>

(f) Coinciding with the payment, the Contractor must electronically 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 Tracking Number (STN) 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 SEWP Tracking Number 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-finance@mail.nasa.gov](mailto:gsfc-dl-sewp-finance@mail.nasa.gov). Reports shall be submitted as described in Attachment C, SEWP Contract Holder User Manual.

(End of text)

### **A.1.27 NFS 1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT. (APR 2018)- NASA TASK ORDERS ONLY**

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

(b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC’s Vendor Payment information Web site at:

<https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

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(c) Payment requests.

- a. The payment periods are stipulated in the payment clause(s) contained in this contract.

(2) Vouchers submitted under cost type contracts and invoices submitted under fixed-price contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:

(i) Vouchers.

(A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.

(B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.

(C) Indirect rate(s) used to calculate the amount of billed indirect expenses.

(D) Progress reports, as required.

(ii) Invoices.

(A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance.

(B) Progress reports, as required.

(C) Date goods and services were performed.

(iii) Fee vouchers.

(A) Listing of all provisionally-billed fee by period or date earned since contract award.

(B) A reconciliation of all billed and earned fee.

(C) A clear explanation of the fee calculations.

(d) Non-electronic payment requests. The Contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at <https://www.nssc.nasa.gov/vendorpayment>, when any of the following conditions are met:

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor.

(2) The contract includes provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

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I Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoice within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment shall be directed to the NSSC as specified in paragraph (b) of this section.

(f) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(g) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.

(End of clause)

### A.1.28 INVOICES – SUBMISSION OF

All invoices shall be submitted to the “Designated Billing Office” and/or “Designated Payment Office” address specified in each delivery order. Additionally, monthly invoice copies for Category A order awards valued at \$6 million and over and all Category B and C order awards will need to be sent to the SEWP PMO via email to [gsfc-dl-sewp-finance@mail.nasa.gov](mailto:gsfc-dl-sewp-finance@mail.nasa.gov).

(End of text)

### A.1.29 DELIVERY AND OTHER CHARGES

All deliverable line-item prices shall be inclusive of all charges that are included in the line item’s commercial list pricing. If the delivery order includes specialized delivery requirements such as OCONUS delivery; expedited delivery; specialized handling; etc., an additional fee using the Contract’s Delivery-Z CLIN may be quoted.

Items returned prior to the Government’s acceptance are not subject to restocking fees or other charges unless the return is due to a government-initiated change.

(End of text)

### A.1.30 SUPPLY CHAIN RISK

(a) Definition. “Supply chain risk” means the risk that an adversary may sabotage, maliciously introduce an unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a national security system (as that term is defined at 44 U.S.C. 3542(b)) to survey, deny, disrupt, or otherwise degrade the function, use, or operation of such system.

(b) The Contractor shall implement appropriate safeguards and countermeasures in the provision of supplies and services to the Government to minimize supply chain risk.

(c) In order to manage supply chain risk, the Government may use the appropriate authorities (such as those provided by section 806 of Pub. L. 111-383 for Department of Defense orders and

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section 514 of the Consolidated Appropriations Act). In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a contractor's supply chain. The Government reserves the right to require third party audits to validate compliance.

(d) If the Government exercises the appropriate authority such as that provided in section 806 of Pub. L. 111-383 (for Department of Defense orders) to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(e) The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts involving the development or delivery of any information technology whether acquired as a service or as a supply.

The contractor shall be aware and following the latest standards and guidelines of the following key practices:

- Open Trusted Technology Provider™ Standard (O-TTPS) – *Mitigating Maliciously Tainted and Counterfeit Products Part 1: Requirements and Recommendations*, Version 1.1.1 (technically equivalent to ISO/IEC 20243-1:2018). Available at <https://publications.opengroup.org/standards/trusted-technology/c185-1> and <https://www.iso.org/standard/74399.html>;
- National Institute of Standards and Technology (NIST) publication NIST 800-161 Rev.1, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations* (May 2022). Available at <https://doi.org/10.6028/NIST.SP.800-161r1>;
- NIST publication NISTIR 8276, *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry* (February 2021). Available at: <https://doi.org/10.6028/NIST.IR.8276>; and
- NIST publication SP 800-218, *Secure Software Development Framework (SSDF) Version 1.1: Recommendations for Mitigating the Risk of Software Vulnerabilities* (February 2022). Available at: <https://csrc.nist.gov/pubs/sp/800/218/final>; and
- Other Government and Industry requirements, standards and guidance centered on Supply Chain Risk Management, such as NISTIR 7622, Executive Order 14028, NIST Software Supply Chain Security Guidance, ANSI/ASIS SCRM 1.2014, ISO 28000:2007, ISO 31000.

### **A.1.30.1. Cybersecurity-Supply Chain Risk Management (C-SCRM) Plan (Attestation Form)**

In accordance with DRD #3, a C-SCRM Plan must be submitted to the SEWP Program Management Office annually and no later than 60 calendar days after Contract award date and

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will be incorporated into the contract as Attachment J. Refer to NIST SP 800-.161 (most current version) for additional guidance.

Alternatively, an annual report noting certification with the ISO 20243 standard including a copy of a valid active Open Trusted Technology Provider™ Standard (O-TTPS) Certification can be submitted.

To learn more about O-TTPS Self-Assessed Certification and the O-TTPS Third-Party Assessed Certification, please view The Open Group's O-TTPS Certification Program page.

For more information about the ISO 20243 Standard, view parts 1 and 2 on their website:

- ISO/IEC 20243-1:2023 - Part 1: Requirements and recommendations
- ISO/IEC 20243-2:2023 - Part 2: Assessment procedures for the O-TTPS and ISO/IEC 20243-1:2018

(End of text)

### **A.1.30.2. C-SCRM Incident Reporting**

In accordance with DRD #3, a C-SCRM incident is any disruption to the supplier of, or SDLC of a covered article that could include, but are not limited to:

1. Malware or ransomware attacks targeting a supplier's systems, leading to the compromise of sensitive data or disruption of operations.
2. Insider threats within a supplier organization that results in the theft or manipulation of data.
3. Third-party software vulnerabilities that are exploited by threats actors to gain unauthorized access to the supply chain network.
4. Counterfeit components or products being introduced into the supply chain, leading to quality issues or security vulnerabilities.
5. Lack of proper security controls or standards within a supplier's infrastructure, making them more susceptible to cyberattacks.

The Contractor is required to report any C-SCRM security incident(s) that involves a potential compromise for any Contract related system or data within 72 hours of knowledge of the event. Reports shall be forwarded to the SEWP Program Management Office. The Contractor is also responsible for reporting C-SCRM incidents to agency customers impacted by the potential compromise by notifying the cognizant ordering contracting officer at the task order level.

The report must include a detailed description of the incident, the date and time of the incident, the location, affected system(s) and/or cybersecurity supply chain element(s), contract number, and any other related information involving the incident.

The contractor is required to provide a corrective action plan within 30 days of the incident to include the implementation of risk remediation and a risk mitigation plan.

(End of text)

**A.1.30.3 Secure Software Development Practices**

Reserved.

(End of text)

**A.1.31 NFS 1852.225-70 EXPORT LICENSES (FEB 2000)**

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [insert name of NASA installation], where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

**A.1.32 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS. - *APPLICABLE TO OTHER THAN SMALL BUSINESS***

SEWP VI does not have recommended Subcontracting Goals but in accordance with Federal Acquisition Regulation 19.704 will require prime contract holders that are other than small businesses to submit subcontracting plans at the summary level only for agencies.

**a. Subcontracting Plan (Contractor)**

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FAR clause 52.219-9, “Small Business Subcontracting Plan”, is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

### b. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs) (formerly known as the Standard Form 295), in accordance with the instructions listed in the eSRS, available at <http://esrs.gov> and in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than October 30 each year for the twelve-month period ending September 30.

(End of text)

### **A.1.33 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)**

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

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

*(b) Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

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- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**A.1.34 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) & NAICS CODES WITHIN SCOPE**

The United States Census Bureau’s North American Industry Classification System (NAICS) is a coding system for classifying where services are performed by type of economic activity to analyze economic data and promote uniformity in describing the economy.

The Small Business Administration (SBA) assigns a business size standard to each NAICS code, which is usually stated in number of employees or average annual receipts, to represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business by the SBA to qualify for small business socio-economic programs.

NAICS Codes and small business size standards are periodically updated and revised by SBA. If SBA revises NAICS Code(s) and small business size standard(s) that are within the scope of SEWP during the term of SEWP, the SEWP CO may need to update the SEWP contracts to reflect the updated NAICS Code(s) and small business size standards(s).

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 (e.g., Women-Owned, HUBZone, 8(a)) if applicable, and whether the solicitation is sole-source or competitive. At the order level, a small business contract holder within a selected scope category will automatically have access to compete along businesses classified as Other than Small Business for solicitations submitted by an Ordering CO as full and open (unrestricted). Small businesses are expected to comply with 52.219-14 Limitations on Subcontracting for set-aside contracts and orders expected to exceed the simplified acquisition threshold.

The scope of the order is not restricted to NAICS Code 541512- Computer Systems Design Services in Category B and C or NAICS 541519 footnote 18- IT Value Added Reseller in Category A. Contract Holders will be identified by NAICS code and their associated businesses size standard to gain access to competitions at the order level for a given category. Listed below are the acceptable NAICS Codes that can be used within the scope of SEWP VI.

**Category A: ITC/AV Solutions (Information Technology, Communication and Audio Visual) – NAICS 541519 (footnote 18- IT Value Added Reseller)**

NAICS	Description
325910	Printing Ink Manufacturing
325992	Photographic Film, Paper, Plate, and Chemical Manufacturing
333310	Commercial and Service Industry Machinery Manufacturing
334111	Electronic Computer Manufacturing
334112*	Computer Storage Device Manufacturing

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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	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals
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
339113	Surgical Appliance and Supplies Manufacturing
339940	Office Supplies Manufacturing
423430	Computer and Computer Peripheral Equipment and software Merchant Wholesalers
512191	Tele production and Other Postproduction Services
512290	Other Sound Recording Industries
513210(footnote 15)**	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
517810	All Other Telecommunications
518210*	Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services
519290	Web Search Portals and All Other Information Services
532420	Office Machinery and Equipment Rental and Leasing

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541330	Engineering Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519*	Other Computer Related Services
541519e(footnote 18)**	IT Value Added Reseller
541990	All Other Professional, Scientific and Technical Services
561621	Security Systems Services (except Locksmiths)
611420	Computer Training
611710	Educational Support Services
811210	Electronic and Precision Equipment Repair and Maintenance

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

\*\*= SEWP NMR Individual waiver with select items

### **Category B: Enterprise-Wide Information Technology, Communication, and Audio Visual (ITC/AV) Solutions**

*AND*

### **Category C- Information Technology, Communication, and Audio Visual (ITC/AV) Mission Based Services**

NAICS	Description
512191	Tele production and Other Postproduction Services
512290	Other Sound Recording Industries
513210(footnote 15)**	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
517810	All Other Telecommunications
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
541613	Marketing Consulting Services

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541614	Process, Physical Distribution, and Logistics Consulting Services
541618	Other Management Consulting Services
541611	Administrative Management and General Management Consulting Services
541690	Other Scientific and Technical Consulting Services
541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)
541990	All Other Professional, Scientific, and Technical Services
561621	Security Systems Services (except Locksmiths)
611420	Computer Training
611710	Educational Support Services

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

(End of Text)

**A.1.35 AbilityOne SUBCONTRACTING**

All Contractors competing and awarded a SEWP contract under **NAICS Codes** provided in A.1.34 NAICS and In-Scope NAICS Codes have a mandatory requirement to utilize AbilityOne non-profit organizations as Subcontractors on orders utilizing any of the referenced NAICS codes identified with an asterisk. All Contractors competing and awarded a SEWP order using **Product Service Codes (PSC): D321** – IT and Telecom- Help Desk, **DE01** – IT and Telecom – End User: Help Desk; Tier1-2, Workspace, Print, Productivity Tools (Labor), **DE10** – IT and Telecom – End User As A Service: Help Desk; Tier 1-2, Workspace, Print, Productivity Tools, **7E20** – IT and Telecom – End User: Help Desk; Tier 1-2, Workspace, Print, Productivity Tool (HW/Perpetual SW), have a mandatory requirement to utilize AbilityOne non-profit organizations as Subcontractors utilizing any of the referenced Product Service Codes.

All AbilityOne subcontractors shall be utilized for services provided by AbilityOne nonprofit agencies that employ people who are blind or have significant disabilities and are affiliated with the SourceAmerica or the National Industries for the Blind (NIB), the central nonprofit agencies under the AbilityOne Program ([www.abilityone.gov](http://www.abilityone.gov)). Attachment H is applicable at the order level and the AbilityOne Central Nonprofits will provide reporting to the SEWP PMO at the Contract level in the aggregate to verify what is submitted by the contract holder. The contractor shall identify in the Ability One Commitment letter the communication with SourceAmerica/NIB representative acknowledging a pre-existing agreement or identifying qualified nonprofit agencies to use for SEWP subcontracting opportunities. To assist contractors in finding qualified AbilityOne nonprofits, contact: [primecontractor@abilityone.org](mailto:primecontractor@abilityone.org).

Upon award, the SEWP Contract Holder shall have an established formal agreement with AbilityOne Non-Profit Agency (NPA)/Non-Profit Agencies NPAs as proof of commitment to meeting the mandatory requirement to utilize non-profit organizations, which will be incorporated into the contract as Attachment H. The formal agreement shall outline the

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qualifications for subcontracting inclusive of facility clearance level, various company certifications, and the process for notification of applicable order level solicitations and the subcontractor's acceptance to perform work. Contract holders shall allocate a target goal of at least 2% of the overall value of all task orders placed under AbilityOne NAICS codes. . If Ability One subcontractor is unable to perform the work, the contractor may utilize their own subcontractors or perform the work as the prime. The contractor is required to submit a quarterly report reflecting which orders have been subcontracted to qualified AbilityOne Non-profits. In the yearly report, if the goal is not met, then the contractor shall state what they will do to improve efforts to meet the goal. The quarterly and yearly report shall be sent via email to [primecontractor@abilityone.org](mailto:primecontractor@abilityone.org) with subject header- (*insert Contract Number*) AbilityOne Subcontracting (*insert Quarterly or Yearly*) Report.

(End of text)

### **A.1.36 FAR 52.216-2 ECONOMIC PRICE ADJUSTMENTS – STANDARD SUPPLIES. (NOV 2021) (*applies only to Fixed Price- Economic Price Adjustment Orders*)**

(a) The Contractor warrants that the unit price stated in an order is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that-

(1) Is an established catalog or market price for a commercial product sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective-

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(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

### **A.1.37 FAR 52.216-3 ECONOMIC PRICE ADJUSTMENTS – SEMISTANDARD SUPPLIES. (NOV 2021)**

(a) The Contractor warrants that the supplies identified as line items in an order are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that (1) is an established catalog or market price for a commercial product sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is

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decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective-

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

### **A.1.38 RESERVED**

### **A.1.39 CONTRACT PROGRAM PERFORMANCE**

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The Contractor's performance under this contract shall be assessed annually in accordance with the requirements of contract Attachment B: **SEWP Program Performance**, and the policy and procedures specified in the NFS subparts 1842.1502 and 1842.1503. Program Performance is a system the SEWP Program Office uses to track the day-to-day performance of companies holding SEWP contracts and utilize to identify underperforming contractors.

Program Performance is not to be confused with the Contract Performance Assessment Reporting System (CPARS) rating, which is done at the delivery order level. End users of IT Solutions and services shall be periodically contacted to provide input for the annual Contractor Performance Assessment Reporting System (CPARS) evaluation.

The Government reserves the right to utilize other methodologies to provide performance ratings such as surveys, crowdsourcing, etc.

(End of text)

### A.1.40 DORMANT STATUS

Contractors not in compliance with SEWP Program Performance, underperforming, or not active for at least 12 months will first be placed in Dormant status. Not active is defined as either not responding to solicitations, market research inquiries, attending Program management meetings, and/or being found non-responsible in accordance with FAR 9.104. If Dormant Status is activated, the Contractor is not eligible to participate or compete in any subsequent task order solicitations until the Contractor is removed from Dormant Status by a SEWP Contracting Officer; however, Contractors placed in Dormant Status shall continue performance on previously awarded and active task orders.

Ordering COs will be notified of the Contractors' Dormant Status so options will not be exercised at the task order level and have catalogs updated. Dormant Status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. Additional information of dormant status is located in Attachment B- Program Performance.

To place a Contractor in Dormant Status:

- The SEWP CO must first send a letter, in writing, to the Contractor regarding the poor performance or non-compliance issue, inclusive of a recommendation that is aligned with the action leading to the Dormant Status of how the contractor can regain active status and resume new work.
- The Contractor shall have a reasonable time, at the discretion of the SEWP CO as specified in the initial letter, to provide the SEWP CO with a remediation plan to correct the deficiencies/issues regarding the poor performance or non-compliance issue.
- If the SEWP CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the SEWP CO is not satisfied with the response, or the remediation plan

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is not effective, the SEWP CO may issue a final decision, in writing, placing the Contractor in Dormant Status and notifying Ordering COs of the status.

The SEWP CO's final decision may be appealed to the NASA Ombudsman under Alternative Disputes Resolution (ADR), as defined in FAR Subpart 33.201 and NFS 1833.2. Using ADR does not waive the Contractor's right to appeal to the Agency Board of Contract Appeals or the United States Court of Federal Claims.

Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to this contract only.

(End of text)

### A.1.41 OFF-RAMP

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. Additional information for off ramping is located in Attachment B- Program Performance. 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).
5. Lack of activity with no orders within the last 12 months
6. Partaking in any other activities which may be prohibited under the SEWP terms and conditions.
7. Novation resulting in a Contract Holder having multiple contracts within one Category
8. Mutually agreed upon between the Contractor and Government

(End of text)

### A.1.42 ON-RAMP ACTIVITY

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NASA reserves the right to conduct on-ramp activity as needed and determined by SEWP PMO data analytics demonstrating a low volume of Contract Holders being re-certified as a Small Business or advancement of industry or technology. The Ordering Period of on-ramped contracts will be determined at the time of the On- ramped activity. On-ramp activity consists of the following:

- **Open Season On-Ramp:** Discretionary, implemented as needed.
- **Lateral/Vertical Contract On-Ramp:** the reassignment of a contract holder from one group to another within a scope category because of change in size standard. A small business contractor must have outgrown their size standard based on natural growth, or through an approved novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of their SEWP Contract. Contracts Laterally On-Ramped will maintain their awarded Period of Performance. A lateral/ vertical on ramp does not occur automatically for a contract, as a capability determination must be met by the contractor before the transition. If a Contractor is found incapable of meeting the necessary qualifications the vertical/ lateral on-ramp will not occur and procedures for dormant status and/or Off ramping will proceed.
- **Focused On Ramp:** Established in response to end-user needs, competition levels, or other factors where the Government has determined it is in the best interest to initiate an open season to create a group within an existing Scope Category.

(End of text)

### A.1.43 GOVERNMENT PURCHASE CARD

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 and the Government is not required to cover the associated fees. 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

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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.

(End of text)

### **A.1.44 SECTION 508 OF THE REHABILITATION ACT/ INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) ACCESSIBILITY CONFORMANCE**

Section 508 of the Rehabilitation Act requires that Federal agencies make Information and Communication Technology (ICT) accessible to all its employees and members of the public regardless of disability. ICT is defined as any equipment, interconnected system, or subsystem of equipment used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The Law applies to technology that is “procured, developed, maintained, or used” by the Federal Government. Examples of ICT include but not limited to: Computers, Hardware, Software/Applications, Peripheral equipment, Scientific/specialized equipment, Office equipment, multi-function devices, Telecommunications equipment, Websites, Videos, Electronic documents, Emails, and Official agency communications.

The contractor shall ensure that all products, platforms, services, and communications delivered as part of this work statement that are Information and Communication Technology (ICT) or contain ICT, must conform to the Revised Section 508 of the Rehabilitation Act Standards, 36 C.F.R. § 1194.1 & Apps. A, C & D. Link to [36 CFR 1194.1](#). The Standards may be found at [Revised 508 Standards and 255 Guidelines \(access-board.gov\)](#).

All ICT available through this contract that meets the definition of ICT as defined in Section 508 of the Rehabilitation Act of 1973, as amended, shall have information available to the Federal Government regarding how that technology meets the applicable Section 508 Technical Standards which define accessibility. This information is provided via an Accessibility Conformance Report (ACR). The ACR is most often created using a Voluntary Product Accessibility Template (VPAT) developed by the IT Industry Council. Review the NASA [Demystifying Section 508 Guide](#) for more information.

(End of text)

### **A.1.45 GEOGRAPHIC LIMITATIONS ON SOFTWARE LICENSES**

Any software products containing geographical limitations such as geographic “fences”, that prevent an end user to use the purchased software product irrespective of their geographical location so long as they are connected to either a local network or a Virtual Private Network (VPN) affiliated with the user’s Agency must be clearly identified as such and by default, any such limitations must be turned off.

(End of text)

**A.1.46 NETWORK SAFETY AND CYBERSECURITY:**

Any software product shall not contain any embedded software feature that monitors, crawls, scrapes, or trolls a Government network looking for data, unauthorized/unkeyed copies of licenses, or any other information that will be transmitted one-way back to the software provider without the expressed consent of the Government Agency. This is inclusive of embedded features in software products that are designed to “phone home” to the software provider. The Government reserves the right to disable or otherwise prevent any such embedded feature.

(End of text)

**A.1.47 BUSINESSES WITHOUT CMMI OR ISO 9001-2015 CERTIFICATION AT TIME OF CONTRACT AWARD**

For any businesses that were awarded a contract while still in the process of obtaining either a CMMI or ISO 9001-2015 Certification will have to obtain a certification within 12 months of contract award. Until a certification is obtained, the contractor will be ineligible to compete on acquisitions requiring a certification that the offeror does not possess and while the certification is in process. If after 12 months of contract award, the certification is not obtained, the contractor is subject to being Off ramped and ineligible to compete for new work. If the Contractor has open orders but fails to obtain the necessary certification that was in process at the time of award, the contractor will be placed in Dormant status to complete the performance of any existing orders prior to being off-ramped.

(End of text)

**A.1.48 RESERVED FOR THE FUTURE GOVERNMENT-WIDE IT POLICY FOR ENTERPRISE-WIDE SOFTWARE LICENSES**

This condition will be replaced at the time the federal government establishes and adopts a government-wide IT software license agreement with large business software providers in response to 2023 Better Contracting Initiative (BCI).

(End of Text)

**A.1.49 POST AWARD SIZE STANDARD REPRESENTATIONS**

Contract Holders are required to re-represent their size standard IAW FAR 52.219-28. Ordering activities shall rely on the small-business size representations made by the SEWP Contractor that is reflected in System for Award Management (SAM) post award of the master contract. Ordering agencies may request a size-standard re-certification at the order level, at their discretion.

(End of Text)

**A.1.50 FAR 52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023)**

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

*Covered article* as defined in [41 U.S.C. 4713\(k\)](#), means—

(1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ( [47 U.S.C. 153](#));

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order*, means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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*Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy

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*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Notice*. During contract performance, the Contractor shall be required to comply with any of the following that apply: DHS FASCSA orders, DoD FASCSA orders, or DNI FASCSA orders. The applicable FASCSA order(s) will be identified in the request for quotation (see [8.405-2](#)), or in the notice of intent to place an order (see [16.505\(b\)](#)). FASCSA orders will be identified in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition, with its Alternate II.

(c) *Removal*. Upon notification from the contracting officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order (see FAR [4.2303\(b\)](#)).

(End of clause)

### **A.1.51 CLIMATE CHANGE RISK MANAGEMENT**

In accordance with DRD #5, within 12 months of Contract Award, the Contractor shall submit a Climate Change Risk Management Plan that identifies climate-related risks that could negatively impact performance of any resultant task order(s). The Climate Change Risk Management Plan will be attached to the contract as Attachment L.

At a minimum, the Climate Change Risk Management Plan must address the following:

1. What is your process for identifying, assessing, and responding to climate-related risks for successful performance or delivery (e.g., migration of smoke from wildfires, increases in precipitation-driven flooding, extreme heat events, and inundation due to sea level rise and storm surge)?
2. What inherent climate-related risks have you identified that may have a substantive financial or strategic impact on your business? Provide details of risks identified with the potential to have a substantive financial or strategic impact on your business.
3. What is your business continuity plan?
4. Describe your disaster contingency, continuity plans and response protocols for potential event-driven changes (e.g., hurricane, earthquake, flooding, wildfire, etc.) and chronic risks due to longer-term shifts in climate patterns (e.g., changes in precipitation, increased average temperature, and sea level rise).

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5. Describe which assets, products, and services would most significantly disrupt operations if they experienced short term acute impacts (i.e., degraded service, loss of service, equipment failure, loss of asset or other unacceptable outcomes).
6. Describe which assets, products, and services would most significantly disrupt operations if they experienced gradual long-term cumulative impacts (degraded service, loss of service, equipment failure, loss of asset or other unacceptable outcomes).
7. An overview of actions taken, or opportunities identified, to adapt to the climate-related risks that may have a substantive financial or strategic impact.

End of text

### **A.1.52 POLICY ON USING THIRD- PARTY PAYMENT PLATFORMS**

SEWP Contract Holders are prohibited from use of a third-party payment platform (CashApp, Venmo, Paypal, etc.) unless explicitly authorized by the Ordering CO at the order level. Invoices shall have banking information that is associated with the banking information registered in [www.SAM.gov](http://www.SAM.gov).

End of text

### **A.1.53 ORGANIZATIONAL CONFLICTS OF INTEREST**

SEWP Contract Holders shall adhere to the guidelines and procedures of FAR subpart 9.5 regarding OCI at the task order level. In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the Ordering CO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the Ordering CO to proceed; or, identify the conflict and recommend to the Ordering CO an alternate approach to avoid the conflict. The Ordering CO will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

**II. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2024)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

  X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

  \_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

(Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

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

(6) [Reserved].

(7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules,

Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

(11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(ii) Alternate I (DEC 2023) of 52.204-30. (APPLIES TO ALL FASCSA ORDERS)

(12) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(14) [Reserved].

(15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

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

(17) [Reserved]

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X (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

X (ii) Alternate I (MAR 2020) of 52.219-6.

X (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

X (ii) Alternate I (MAR 2020) of 52.219-7.

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

X (21) (i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.

X (iii) Alternate II (NOV 2016) of 52.219-9.

\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.

\_\_ (v) Alternate IV (SEP 2023) of 52.219-9.

X(22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

X (ii) Alternate I (MAR 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

X (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business

(SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

X (26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

X (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned

Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

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X (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

\_\_ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

X (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

X (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024).

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

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

\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

X(37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X(40) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

X(44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).

\_\_\_ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).

X (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 76711).

X (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

\_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note,

19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I [Reserved].

\_\_\_ (iii) Alternate II (JAN 2025) of 52.225-3.

\_\_\_ (iv) Alternate III (FEB 2024) of 52.225-3.

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

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

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X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

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

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

\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

X(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

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

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

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

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

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

\_\_ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

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\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

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

\_\_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or

partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products

or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

(section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235)

and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by

Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or

Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115– 390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for

Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

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(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security

Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (FEB 2000). As prescribed in 12.301 (b)(4)(i), delete paragraph (d) from the basic clause, redesignate

paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (NOV 2024) . As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

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(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(D) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by

Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

(F) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub.L. 117-328).

(G) ( 1) 52.204-30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

\_\_ (2) Alternate I (DEC 2023) 52.204-30.

(H) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in

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FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(I) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(J) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(K) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(L) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(M) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O.

13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(N) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(O) \_\_ (1) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

\_\_ (2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(P) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for

Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(Q) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(R) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(S) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(T) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(U) \_\_ (1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_ (2) Alternate I (JAN 2017) of 52.224-3.

(V) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G

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Note).

(W) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(X) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

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

(Z) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

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### A.2.1 GSFC 52.211-101 LIST OF ATTACHMENTS. (NOV 2022)

The following documents are attached hereto and made a part of this contract:

Attachment	Description	Date	No. of Pages (including the cover page)
A	Statement of Work: SEWP Contract Scope	6.2024	11
B	SEWP Program Performance	3.2024	11
C	SEWP Contract Holder User Manual (CHUM)	6.2024	6
D	Contract Data Requirements Deliverable (DRD) List	1.2025	10
E	<b>RESERVED</b>	TBD	TBD
F	- SEWP Database of Record	TBD	TBD
G	<b>RESERVED</b>	TBP	TBD
H	AbilityOne Formal Agreement	60 Days after contract award	TBD
I	Small Business Subcontracting Plan (Other than Small Businesses)	TBS	TBD
J	SEWP C-SCRM Annual Plan (C-SCRM Attestation Form or Open Trusted Technology Provider™ Standard (O-TTPS) Certification)	TBP	TBD
K	Meaningful Relationship Commitment Letter; if applicable	TBS	TBD
L	Climate Change Risk Management Plan	TBP	TBD

TBS = To Be Submitted with proposal

TBP = To Be Proposed as specified in Contract DRD

TBD = To Be Determined

(End of clause)

**III. FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.) (SEP 2023) ADDENDUM**

Offerors that are Other Than Small Businesses are required to submit subcontracting plans. A commercial subcontracting plan is preferred. An individual subcontracting plan may be submitted if a commercial subcontracting plan is not available. Offerors are reminded that FAR clause 52.219-9, “Small Business Subcontracting Plan” of this solicitation states (CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS), at the conclusion of paragraph I, that “Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract”. The full text of this clause is available at: <https://www.acquisition.gov/far/52.219-9?searchTerms=52.219-9>

**A.3.0 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

**Federal Acquisition Regulation (FAR) clauses:**

<https://www.acquisition.gov/browse/index/far>

**NASA FAR Supplement (NFS) clauses:**

<https://www.acquisition.gov/nfs/part-1852%E2%80%9494solicitation-provisions-and-contract-clauses>

**FAR PROVISIONS:**

52.204-7 SYSTEM FOR AWARD MANAGEMENT. (NOV 2024)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)

52.204-22 ALTERNATIVE LINE-ITEM PROPOSAL. (JAN 2017)

52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS). AUG 2024)

52.211-6 BRAND NAME OR EQUAL. (AUG 1999)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

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### **NFS PROVISIONS:**

1852.233-70 PROTESTS TO NASA. (DEC 2015)

(End of by reference clauses)

### **A.3.1 RESERVED**

### **A.3.2 COMMUNICATIONS REGARDING THIS SOLICITATION**

Any questions or comments regarding this solicitation shall reference SEWP VI and cite the solicitation number and be directed to the following Government representative:

Name: Jim Griffin

E-mail: [sewp6@sewp.nasa.gov](mailto:sewp6@sewp.nasa.gov)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions shall be submitted using the SEWP VI RFP Application (<https://www.sewp.nasa.gov/sewpvi/>). **The Government will post a notification on SAM.gov alerting Offerors to the opening of the next Question and Answer period and will include a deadline for question submittal.** Telephone questions, and questions not received in the application will not be accepted or answered. Questions not submitted via the SEWP VI RFP Application or by the deadline will not be answered; questions answered will be made available to all potential Offerors via SEWP VI RFP Application. A consolidated list of questions and answers will be posted at <http://www.sam.gov> prior to the solicitation closing date. Please thoroughly review the entire solicitation, including all the attachments and exhibits, prior to submitting questions.

Questions regarding the SEWP VI RFP Application (e.g., access, system issues, and upload issues) must be submitted via email to [sewp6@sewp.nasa.gov](mailto:sewp6@sewp.nasa.gov) at least 72 hours in advance of the RFP deadline. Any questions regarding the application submitted after this deadline, will not be considered by the Government. The Offeror is solely responsible for its inability to submit a proposal due to issues with the application that were not submitted to the Government 72 hours in advance of the RFP deadline.

(End of Provision)

### **A.3.3 PROPOSAL SUBMISSION- ELECTRONIC SUBMISSION OF PROPOSALS – PROPOSAL MARKING AND DELIVERY THROUGH NASA’S SEWP VI RFP WEBSITE**

(a) The Offeror shall submit all proposal files to:

<https://www.sewp.nasa.gov/sewp6rfp>

(b) Electronic submissions shall not contain hidden formulas, hidden tables, be locked, be password protected, or contain links to data not included in the electronic copy. All electronic submissions shall be searchable and not contain scanned documents, except those documents that

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must be provided in their native format (e.g., signature pages, prior award fee letters for past performance, DCAA/DCMA approval letters, as applicable). The offeror shall ensure documents are free from viruses and malware, as documents determined by NASA to contain a virus or malware will not be opened or evaluated.

### ***(c) Procedure for uploading proposal files:***

Offerors are encouraged to check with their corporate IT staff to determine if there are firewall restrictions that need to be addressed prior to the submission of proposal files through NASA's SEWP VI RFP Website.

1. Click on or copy/paste into a web browser the above URL in paragraph (a).
2. Registration is required to login to the website.
3. After logging in, navigate to "Proposal Upload" from top navigation bar and follow on-screen instructions to upload the proposal.
4. Complete required additional proposal related data fields and submit.
5. A success message will appear after the files haven been uploaded successfully.

Offerors are responsible for carefully following the instructions herein. The offeror will be sent an email confirmation of receipt after successfully uploading the proposal. If the offeror is not able to successfully upload proposal file(s), it is recommended that the Offeror discuss potential firewall issues with its corporate IT staff and/or contact NASA SEWP at [sewp6@sewp.nasa.gov](mailto:sewp6@sewp.nasa.gov) prior to the submission deadline.

(d) All Electronic files shall be uploaded as a single zip archive file less than 120MB. Zip file names shall be limited to letters, numbers, underscores, hyphens, and single spaces, except for the period that is required before the file extension (e.g., .zip). The offeror shall not use special characters "/" or "\" in file names. All files required for a single proposal must be submitted in the one (1) zip file. The electronic files shall not include embedded attachments in PDF. See A.3.6.(A)(3) for specific details.

### **Alternate methods for proposal submissions shall not be utilized.**

(e) The offeror is responsible for ensuring its proposal reaches the Government office designated in the solicitation by the date and time specified in the solicitation. The Government is not responsible for any failure attributable to the transmission or receipt of documents submitted using electronic means, including the missing of any submission requirements and established deadlines. Please note that uploading documents via NASA SEWP VI RFP Website and the transmission of the files from the offeror to the Government may not be instantaneous. To ensure timely delivery, the offeror is encouraged to submit its proposal at least 24 hours prior to the due date specified in the solicitation. The electronic submission of the proposal shall contain all information required by the solicitation for the proposal to be determined responsive. Offerors are responsible for familiarizing themselves with any additional technical requirements specific to using NASA SEWP VI RFP Website that may not be enumerated within this solicitation.

(End of Provision)

### A.3.4 OFFER ACCEPTANCE PERIOD

The offeror's proposal shall remain valid for a period of not less than 240 calendar days.

### A.3.5 PROPOSALS REQUESTED

Only one proposal per scope category will be accepted per offeror. An Offeror can propose as the prime contractor one time per category and can propose one additional time as a member of a joint venture (JV) or Contractor Team Arrangement (CTA) in that same category. For example, it is permissible for XYZ, Corp to propose as a prime contractor in Category A, and form a JV with 123, LLC to propose in category A. This example applies to all categories as well as CTAs.

The above limitations do not preclude a prime contractor from acting as a first-tier subcontractor on one or more proposals within a category if they are not providing REP or Past Performance references for another Offeror's proposal. These limitations apply only to the number of prime Offeror proposals a company can participate in (as a CTA/JV or standalone prime), not on the number of times they can act as a first-tier subcontractor.

Offerors sharing resources from other entities by way of a Meaningful Relationship within a Corporate Structure (including its Parent Company/Holding Company or any one or more of its affiliates, subsidiaries, business units, joint ventures, or any other types of independent business structures) may only submit one Offer (e.g., proposal) from that Corporate Structure within a Category. More than one Offer, e.g., proposal, from a Corporate Structure may be submitted if an Offeror is NOT sharing proposal evaluation elements and/or committing resources from other entities by way of a *Meaningful Relationship* within a Corporate Structure. If an Offeror submits more than one proposal with any *Meaningful Relationships* sharing proposal evaluation elements, only the first proposal received will be considered for evaluation and all other proposals received will be rejected and not evaluated. Subcontractors from Other Than Small Businesses will not be evaluated. Should a particular offeror wish to propose on more than one category, that offeror shall submit a complete and separate proposal for each category by the proposal due date and time specified in Block 8 of the SF 1449, Offerors shall submit their proposal in volumes as specified in A.3.6 below. Each category will be evaluated separately.

### A.3.6 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Scope Categories, Attachment A. Generally, the proposal shall:

Demonstrate understanding of the overall and specific requirements of the proposed contract.  
Convey the offeror's capabilities for transforming understanding into accomplishment.  
Present in detail, the plans, and methods for so doing. Omission of any information from the proposal submission requirements may result in rejection of the offer.

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If other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

### (A) PROPOSAL FORMAT AND ORGANIZATION

Offerors shall submit proposals in three volumes as specified below:

Volume	Title
<b>I</b>	Offer Volume
<b>II</b>	Past Performance Volume
<b>III</b>	Mission Suitability Volume

- (1) All elements of a proposal volume are necessary to be deemed as a complete proposal submission per each Category as defined in A.1.2 Scope of Work.
- (2) When page limitations apply to a document or specific section the pages shall be numbered. A table of contents shall be provided with figures and tables listed separately, where appropriate.
- (3) Electronic files of Volumes I, II, and III, shall be in separate folders in 1 zip file, virus free, and no larger than 120MB per file. Submitted files shall not include password protection. Offeror bears the risk that password protected documents will not be evaluated. Unless specifically authorized by the solicitation instructions, alternate proposal submissions shall not be submitted.

The zip file shall be labeled: “**OfferorName\_80TECH24R0001\_Category Submission**”. If submitting proposal in more than one scope category, the zip file shall be labeled with each intended Category letter at the end of the label. For example:  
**GetItDone\_80TECH24R0001\_CategoryA**  
**GetItDone\_80TECH24R0001\_CategoryB**  
**GetItDone\_80TECH24R0001\_CategoryC**

The respective volumes within the Category Folder are to be labeled:  
“**OfferorName\_ Category Submission\_ Volume#.**” For example:  
**GetItDone\_ CategoryA\_ VolumeI**  
**GetItDone\_ CategoryA\_ VolumeII**  
**GetItDone\_ CategoryA\_ VolumeIII**

All files should be named such that the Category and purpose of the document is indicated. Examples of how the respective documents within the folder are to be labeled are shown below:

**GetItDone\_ Category#-EXHIBIT #**  
**GetItDone\_ Category#-LOA #**  
**GetItDone\_ Category#-PP #**

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**GetItDone\_Category#-Management Approach**  
**GetItDone\_Category#-Technical Approach**

Other limitations/instructions identified as follows in A.3.6(B) Each document shall be submitted in a separate searchable Adobe Portable Document Format (PDF) file (compatible with ADOBE Reader version DC or 2017), with the exception of Exhibits:3a, 4, and 5. Exhibits: 3a, 4, and 5 must be provided in MS Office Excel format with working cell formulas.

(4) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the evaluation criteria being addressed and contain a table of contents aligned with the RFP evaluation criteria within the appropriate files. This table of contents is excluded from the page limitations contained in paragraph (B) below.

**(B) PROPOSAL CONTENT AND PAGE LIMITATIONS**

The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are in the contract provision noted under the Reference heading.

Proposal Submission Table

<b>Proposal Component</b>	<b>Volume</b>	<b>Page Limitations</b>
<b>Offer Volume</b>	<b>I</b>	
(a) General Instructions		Excluded
(b) ISO 9001 and CMMI Certifications		Excluded
(c) Category A Exhibit 3a		Excluded
(c) Category A Mandatory Experience Letter of Authorization (LOAs)		3 Pages per LOA
(c) Category B and C Mandatory Experience Exhibit 1 Cover Page		Excluded
(c) Category B and C Mandatory Experience Exhibit 1 Documentation		3 pages per REP
(d) Offeror NAICS Size Standard Crosswalk		Excluded
<b>Past Performance Volume</b>	<b>II</b>	
(a) Information from the Offeror (including matrix)		<b>10 Pages</b>

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<b>Proposal Component</b>	<b>Volume</b>	<b>Page Limitations</b>
Cover Page, Indices, Exhibits, and Termination/Descope information		Excluded
<b>Mission Suitability Volume</b>	<b>III</b>	
<i>Technical Approach</i>	<i>III-A</i>	
Cover Page & Indices		Excluded
<b>Category A- IT Solutions</b>		15 Pages
<b>Category B- IT Enterprise- Wide Solutions</b>		15 Pages
<b>Category C- IT Services</b>		15 Pages
<i>Management Approach</i>	<i>III-B</i>	<i>15 Pages</i>
(a) Cover Page, Indices, Exhibit 5 (Proposal C-SCRM Attestation Form) or O-TTPS certificate		Excluded

(1) Information shall be precise, factual, detailed, and complete. Offerors shall not assume that the evaluation team is aware of offeror’s abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(2) When page limitations apply to a volume or specific section, a page is defined as one side of a sheet, 8-1/2” x 11”, with at least one-inch margins on all sides, using not smaller than 12-point type Times New Roman font exclusive of headers, footers, and any graphic captions. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Office Word’s default line spacing). Character spacing shall be “Normal”, not “Expanded” or “Condensed.” The margins may contain headers and footers but shall not contain any proposal content to be evaluated. Electronic foldout pages count as an equivalent number of 8-1/2” x 11” pages. The metric standard format most closely approximating the described standard 8-1/2” x 11” size may also be used. The excel exhibits provided are formatted using 9–12-point type Times New Roman font. Headers, footers, callout boxes and captions shall be no smaller than 10-point type Times New Roman font.

Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape to eliminate oversize pages. Text in Diagrams, schedules, charts, tables, artwork, and photographs shall be no smaller than 10-point type Times New Roman font. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in the table above. Proposal sections that do not have an associated page limit shall be strictly limited to the information described as part of that section. Regardless of where it

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appears in the proposal, information construed as belonging in a page-limited section of the proposal will be so construed and count against that section's page limit.

- (4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal shall contain the offeror's best technical terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (5) Pages submitted more than the limitations specified in this provision will not be evaluated by the Government and will be handled in accordance with NFS 1815.204-70(b).
- (6) If an Offeror submits redacted documentation, the Offeror bears the risk that it may not be evaluated if the Government source selection team cannot sufficiently verify the information submitted. Offerors may mark pages containing sensitive or proprietary information with an appropriate legend in the header or footer. The Offeror shall not submit classified information without redaction, sanitation, and government official authorization.
- (7) Any proposal found to be a duplication or replica of another Offeror or have a section that is a duplication or replica of another Offeror that is not a part of a joint venture or contractor teaming arrangement, will lead to all identified offerors being *ineligible* for award and will not be evaluated by the Government. Information such as Provider Point of Contact Information, or proof of certifications will not be considered as duplication if submitted by multiple entities. Additionally, pages submitted above the limitations specified in this provision will not be evaluated by the Government and will be handled in accordance with NFS 1815.204-70(b). Proposal revisions will not be requested by the Government. Offerors who submit fraudulent information/ documentation will be ineligible for award and removed from competition.

Offerors proposing as a prime and as part of a joint venture or as a member of a contractor teaming arrangement may submit the same management approach, technical approach, certifications, references for past performance and mandatory experience REPs. **Only one proposal per scope category will be accepted per offeror. An Offeror can propose as the prime contractor one time per category and can propose one additional time as a member of a joint venture (JV) or Contractor Team Arrangement (CTA) in that same category.** A firm cannot propose as a member of a JV or CTA for a category and also simultaneously propose for the same category as a member of a different JV or CTA.

- (8) 13 CFR 125.2 (e)(4)(ii) does not apply to this RFP.

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- (9) Information from first-tier small business subcontractors identified in the proposal will be taken into consideration for small businesses in accordance with 13 CFR 125.2(g) when the Small Business prime offeror does not independently demonstrate capabilities and/ or past performance necessary for award.

### A.3.7 PROPOSAL VOLUMES

The proposal shall clearly and fully demonstrate the offeror's capability, knowledge, and experience regarding the technical requirements of this RFP. Proposal volumes I, II and III are to be submitted in electronic format. If any reference to documentation is made by the offeror such documentation shall be cited at the page, section, and paragraph level. The cited offeror documentation shall be included in the proposal and counts against the page count as defined in A.3.6(B).

Volume I – Offer Volume  
Volume II – Past Performance Volume  
Volume III – Mission Suitability Volume

#### A.3.7.1 OFFER VOLUME

##### *(a) GENERAL INSTRUCTIONS*

The Offeror shall complete SF1449 Blocks 12 (if applicable), 17, and 30 and the indicated Offeror required fill-ins in the clauses, provisions/representations and certifications, and attachments. An Offeror's Commercial and Government Entity (CAGE) Code in SAM.gov shall match the Offeror's name on the SF1449. The signed SF1449 and the pages with the required fill-ins must be submitted with the proposal. By signing and submitting the SF1449, the Offeror has read, understands, and agrees to the terms and conditions of the RFP unless otherwise noted when the proposal submitted.

The Offeror shall include in Block 17a. of the SF1449 the NAICS Code the Offeror is using for competition at the master contract level.

Failure to provide a signed SF 1449 and acknowledgement of all subsequent solicitation amendments will result in the Offeror being eliminated from competition. Note that the acknowledgement of all amendments may be done via the SF 30 or via an affirmative statement within the General Instructions Cover Page.

The Offeror shall also provide the following information for informational purposes only as part of the Offer Volume. The first 2 points shall be included in a General Instructions Cover Page; and the other points shall be separate documents. Note that all documents submitted in response to this section are excluded from page count limitations:

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1. The names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature.
2. Identify any consultants, generative artificial intelligence, and/or sub-contractors used in writing this proposal (if any)..

The Offeror shall also provide the following information only as part of the Offer Volume:

3. If proposing a Contractor Team Arrangement (CTA) to satisfy the requirements of this contract, a copy of the agreement must be provided and be in accordance with FAR 9.6. The CTA shall include the names of the team members and a description of the responsibilities of each team member. Offerors shall provide UEI Numbers for a first-tier subcontractors so the Government can verify small business size. An Offeror may submit a proposal under an existing CTA with a prime/subcontractor relationship or Joint Venture only if the existing Joint Venture or prime has a corresponding UEI Number in <https://www.sam.gov> and all the proposal submission documents are in the name of the existing Joint Venture or prime. Joint Ventures without a corresponding UEI Number in <https://www.sam.gov> will not be evaluated or considered for award.
4. Offerors sharing resources from a Parent Company, Affiliate, Division, and/or Subsidiary within a corporate structure for evaluation purposes will need to provide a Meaningful Relationship Commitment Letter, which will be treated as contractual promises and will be incorporated as an attachment to the resulting master contract.

“Affiliates” are business concerns that are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

“Division” is a separate business unit of a company representing a specific business function.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned directly by a parent corporation; or through another subsidiary of a parent corporation.

The Meaningful Relationship Commitment Letter shall include the following:

- a. Clear and legal identification of the meaningful relationship between the Offeror and entity identified.
- b. A statement of commitment as to the performance and utilization of the identified entity’s resources on SEWP VI Task Orders.

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- c. Each applicable proposal element with a Meaningful Relationship from those listed in the Proposal Submission Table in Section A.3.6(B) must be clearly and specifically identified.
  - d. Signatures of a Corporate Officer/Official for both the Offeror and Meaningful Relationship Entity.
5. Offeror's subcontracting plan and AbilityOne Commitment Letter, if applicable: The AbilityOne Commitment Letter shall identify the POC from SourceAmerica/NIB and identify plans to subcontract with qualified nonprofit agencies for SEWP opportunities within identified NAICS Codes.
  6. To determine if an Offeror is responsible in accordance with FAR 9.104-1(a), Offeror is instructed to submit information which demonstrates its financial capability to perform the contract. Examples of acceptable information includes: letters from certified United States banks indicating the available amount of credit for the business and/or the company's annual report. If a teaming arrangement, joint venture, or other business combination is contemplated, disclose each participant's responsibility for financial management of the venture, funding requirements, limitation of liabilities, and any other information which describes the financial arrangement.

### ***(b) ISO 9001 and CMMI Certification***

**All Categories:** The Offeror must provide at the time of proposal submission a third-party compliance verification with the ISO 9001 standard via a current 9001:2015 Certification. If an offeror is not certified to the standard at the time of proposal submission, proof that the certification approval is in process is acceptable and shall be provided at the time of proposal submission. Verification requirements include a copy of the Offeror's official ISO 9001:2015 Certification of Conformity/Conformance. The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 9001:2015 Certification. The ISO 9001 certification from the manufacturer whose products the offeror represents *does not meet* the proposal submission requirement. **Offerors may use the ISO 9001:2015 and/or CMMI certifications of a Parent Company, Affiliate, Division, and/or Subsidiary within a corporate structure with an accompanying Meaningful Relationship Commitment Letter.**

It is acceptable to provide proof that the certification approval is in process by providing the Point of Contact information including the name of appraisal body and name, phone number, and email of a representative from whom the Offeror is obtaining the certification. The certification process must be completed within 12 months of contract award.

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***For Offerors proposing as Contractor Teaming Arrangements (CTA):*** Evidence shall be provided that the certification is in the name of the Joint Venture (JV), prime contractor in the CTA, or in the name of one of the companies in the JV.

**For Category B:** The Offeror must provide third party compliance verification with Capability Maturity Model Integration (CMMI) via a current CMMI- Development (CMMI-DEV) or CMMI- Services (CMMI-SVC) Appraisal at Maturity Level 2 or higher. Verification requirements include a copy of the Offeror's official Appraisal Disclosure Statement from a CMMI Institute Certified Lead Appraiser. The official appraisal must be current (active, not expired) as of the date proposals are due. The Offeror must provide POC information including the name of the appraisal body and name, phone number, and email of the representative who provided the CMMI appraisal.

It is acceptable to provide proof that the certification approval is in process by providing the Point of Contact information including the name of appraisal body and name, phone number, and email of a representative from whom the Offeror is obtaining the verification. The certification process must be completed within 12 months of contract award.

***For Offerors proposing as Contractor Teaming Arrangements:*** Evidence shall be provided that the certification is in the name of the JV, prime contractor in the CTA, or in the name of one of the companies in the JV.

Offerors proposing to Category A and Category C are not required to have a CMMI certification.

### ***(c) Mandatory Experience/Offerings***

**Category A:** All Offerors shall complete Exhibit 3a- Category A Solutions Spreadsheet and propose technology solutions for Technical Area 9a and any four (4) of the eight (8) Mandatory Technical Areas listed below:

#### Category A- Mandatory Technical Areas

1. IT Computer Systems / Compute Facilities
2. IT Storage Systems
3. Networking and Communication Equipment
4. Imaging Equipment and Supporting Technology
5. IT Power and Cabling Equipment
6. Audio / Video Equipment
7. Security and Sensor Equipment
8. Software and Cloud Technology

### **Category A- Letter of Authorization**

Offerors shall provide a Letter of Authorization (LOA) from a designated provider (OEM) for each of the four (4) Technical Areas, excluding Technical Area 9a, which does not require a designated provider, identifying that the provider is aware and approves of the offeror proposing their solutions for the SEWP VI proposal. The same provider may be designated for multiple Technical Areas. There shall be an LOA for each different designated provider for a maximum of four (4) LOAs. If the offeror is the provider, then that is equivalent to the offeror being an

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Approved Reseller and the POC information shall be for a POC within that offeror's company. While the exact wording and format of the LOA can vary, the Point of Contact (POC) signing the LOA must include either in the body of the LOA or a cover letter, the name of the offeror, a reference to SEWP VI, and the POC's position in the company. A cover letter counts against the 3 page limit. Additionally, the POC that signed the LOA must be the POC from the company of the designated provider identified in Exhibit 3a- Category A Solutions Spreadsheet, Point of Contact (POC) Info Tab. The government reserves the right to verify the validity of each LOA and the information in Exhibit 3a.

### **Exhibit 3a- Category A Solutions Spreadsheet**

#### Information Tab:

Offerors are to complete Exhibit 3a- Category A Solutions Spreadsheet. The exhibit 3a- Information Tab, shall indicate which four (4) Technical Areas are being offered, in addition to Technical Area 9a- Product Based Services. One (1) of the four (4) Technical Areas shall be designated as the primary Technical Area and denoted with an 'X' in Column 'C'. A brief description is to be provided in Column 'D' for each Technical Areas with no more than 2500 characters, and no more than 500 words to indicate the relevance of the offerings to that Technical Area.

#### Point of Contact (POC) Tab:

One (1) designated provider (OEM) and their Point of Contact (POC) is required to be provided in Exhibit 3a, POC Info Tab for each of the four (4) Technical Areas proposed (Technical Area 9a- Product Based Services does not require a designated provider). The POC must be identifiable as either the provider's federal sales representative or equivalent. A valid U.S. phone number, email address and physical address within the U.S. must be provided. The Government reserves the right to verify the POC is in fact a current representative for the provider and authorized to approve resellers of their technology. The designated provider for each of the proposed areas must be from the list of approved SEWP Providers listed in Enclosure 1. The same designated provider may be identified in more than one of the four (4) Technical Areas but the offerings from the provider must be distinct, relevant, and different in each Technical Area. For each of the four (4) proposed Technical Areas, a minimum of one (1) additional provider must be proposed with relevant offerings in each of the proposed four Technical Area. The additional providers do not need to be from the list provided in Enclosure 1 and the contact information and LOA is not needed.

#### Technical Area Tabs:

There is a tab worksheet for each technical area. Complete the tab for each of the four (4) Technical Areas being proposed. Offerors are to propose offerings in Column 'A' through G'. The provider (OEM) part number must be entered in column 'C' without prefixes or suffixes. The UNSPSC codes in column 'F' must be the full 8-digit UNSPSC code and accurately match the proposed technology in each row. Enclosure 2-In scope UNSPSC is provided for reference when completing Exhibit 3a. The SEWP Catalog Price is provided in column 'G.'

The proposed offerings shall reflect solutions from the Offeror that can be acquired by the government for the given Technical Area. The designated primary Technical Area shall have a

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minimum of 1,000 distinct and relevant CLINs from the designated provider for that Technical Area. A minimum of 100 CLINs shall be proposed from the designated provider for the other three (3) non-primary proposed Technical Areas. In addition to the offerings from the designated providers, offerings from at least one other provider must be proposed in each of the four Technical Areas. A minimum of 50 distinct and relevant CLIN's from these secondary providers must be proposed in each of the four Technical Areas. All Offerors must propose a minimum of two service CLINs for Technical Area 9a- Product Based Services.

The information in Exhibit 3a will only be utilized to verify that the requirements above are met for the proposed Technical Areas and for administration purposes to establish the initial Contract Database of Record upon Contract Award. The government will not review or evaluate the pricing, nor the technical capabilities of the offerings beyond validating the requirements in this section.

**For Category B and C:** A Relevant Experience Project (REP) for mandatory experience is defined as a single contract or task order as either a prime or subcontractor per REP area. Each REP must address a different technical area per the given category. Each REP must be from a separate and distinct contract, task order, or project. A REP must be based on a single specific contract, single award IDIQ contract or blanket purchase agreement, or task order, but may not be based on a multiple award IDIQ contract. A REP provided by an Offeror shall meet the mandatory experience technical area for the category being proposed on Exhibit 1- REP template Cover Page. The Offeror shall provide a REP from NASA contracts, other Government contracts, and/or commercial contracts. If the work was done as a subcontractor, then the size and work described as a sub-contractor must be only that work specifically defined in the subcontract. For joint ventures, the Offerors shall provide a REP from the work done and qualifications held either individually by a partner to the joint venture, the work done by the joint venture itself, or any combination of both. The Government will not consider relevant experience on a newly-awarded contract that has no documented history (i.e., projects that have been under contract for less than six months prior to the original SEWP VI solicitation release date). Offerors shall furnish relevant experience projects that are completed or ongoing within three years of the original SEWP VI solicitation release date to be considered recent. Subject to the requirements of 13 CFR 125.11, a small business concern that has been a member of a joint venture may elect to use the experience of the joint venture (whether or not the other joint venture partners were small business concerns) where the small business does not independently demonstrate past performance necessary for award. No additional information is requested in support of the Exhibit 1 REP template. Offerors shall only submit the total number of REPs as required for the proposed category and business size standard. For each REP, the Offeror shall provide a narrative that demonstrates the relevance of the work performed to the Technical Area being represented.

An Offeror may submit a single award IDIQ/BPA at the contract/agreement level for a single REP. However, Offerors are not permitted to submit a multiple award IDIQ/BPA as an individual REP.

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Offerors must provide separate and different experiences for their REPs to address more than one technical area.

Note: Exhibits 3(b) and 3(c) have been removed from the solicitation. The information in those exhibits will be captured post-award through the Technology Refreshment process as described in Section A.1.23. Technology Refreshment.

### **Category B**

**For Other than Small Businesses:** A total of four different REPs from different mandatory experience technical areas shall be submitted. Each Project must have had a minimum of \$30M in total value size of a single order or contract and must be described using the Exhibit 1 REP template.

**For Small Businesses** (inclusive of first- tier subcontractors, if applicable): A total of three different REPs from different mandatory experience technical areas shall be submitted. Each Project must have had a minimum of \$5M in total value size of a single order or contract and must be described using the Exhibit 1 REP template. For Mentor-Protégé Joint Ventures, the REPs from different mandatory experience technical areas shall be submitted from the Mentor, the Protégé, or the Mentor-Protégé Joint Venture itself. A Protégé, or Mentor-Protégé Joint Venture project need only have a minimum of \$2M in total value size of a single order or contract.

**For HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, 8(a) offerors** (inclusive of first-tier subcontractors, if applicable): A total of two different REPs from different mandatory experience technical areas shall be submitted. Each Project must have had a minimum of \$4M in total value size of a single order or contract and must be described using the Exhibit 1 REP template. For offerors submitting as HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) Joint Ventures, one of the REPs from different mandatory experience technical areas shall be submitted from the HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner, or the Joint Venture itself. The HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner project, or Joint Venture project need only have a minimum of \$2M in total value size of a single order or contract.

#### Category B- Mandatory Experience Technical Areas:

1. Enterprise- Wide Network Services
2. IT Managed Services
3. Enterprise-Wide Innovation Services
4. IT Service Management
5. Enterprise Service Program Integration
6. Enterprise-Wide Information and Data Analytics Services (IDAs)
7. Enterprise-Wide Application Services/Software Development
8. Enterprise-Wide Cybersecurity Services
9. Enterprise-Wide Cloud Services
10. Enterprise-Wide Digital Multimedia and Technical Communications Services

**Category C**

**For Small Businesses** (inclusive of first-tier subcontractors, if applicable): A total of three different REPs from different mandatory experience technical areas shall be submitted. Each Project must have had a minimum of \$2M in total value size of a single order or contract and must be described using the Exhibit 1 REP template. For Mentor-Protégé Joint Ventures, one of the REPs from different mandatory experience technical areas shall be submitted from the Mentor, the Protégé, or the Mentor-Protégé Joint Venture itself. The Protégé or Mentor-Protégé Joint Venture project need only have a minimum of \$1M in total value size of a single order or contract.

**For HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, 8(a) offerors** (inclusive of first-tier subcontractors, if applicable): A total of two different REPs from different mandatory experience technical areas shall be submitted. Each Project must have had a minimum of \$2M in total value size of a single order or contract and must be described using the Exhibit 1 REP template. For offerors submitting as HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) Joint Ventures, one of the REPs from different mandatory experience technical areas shall be submitted from the HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner, or the Joint Venture itself. The HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner project, or Joint Venture project need only have a minimum of \$1M in total value size of a single order or contract.

**Category C- Mandatory Experience Technical Areas:**

1. Innovation Services
2. Information and Data Analytics Services (IDAs)
3. Application Services/Software Development
4. Cybersecurity Services
5. Cloud Services
6. Digital Multimedia and Technical Communications Services.
7. IT Operations and Maintenance / Help Desk/Call Center Support
8. Network Services
9. Database Services
10. In-Scope Training

***(d) Offeror NAICS Size Standard Crosswalk (Exhibit 4)***

An offeror must select a single NAICS code that will be used to compete for a master SEWP VI contract award. A contractor can compete for a SEWP VI contract using any of the eligible in-scope NAICS for the category in which they are competing and are not beholden to using NAICS 541512- Computer Systems Design Services in Category B and C or NAICS 541519e- IT Value Added Reseller in Category A. The use of NAICS Code 541512- Computer Systems

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Design Services in Category B and C or NAICS 541519 footnote 18- IT Value Added Reseller in Category A are for administrative purposes only. Each Offeror for each NAICS code represented in Section A.1.34 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) & NAICS CODES WITHIN SCOPE must complete Exhibit 4 reflecting their Size Standard(s) for each NAICS within the category in which they are proposing by entering either LB =Large Business; SB =Small Business; SDB = Small Disadvantaged Business; WOSB= Women Owned Small Business; EDWOSB= Economic Disadvantaged Small Business; VOSB= Veteran Owned Small Business; SDVOSB= Service Disabled Veteran Owned Small Business; or HUB= HUBZone. For non-applicable NAICS codes, please enter “NA” in the cell. **An Offeror’s size standard shall match the NAICS information reflected in SAM.gov entity information.** This exhibit is for the SEWP data repository and being collected to verify an Offeror’s size standard for each of the Offeror’s associated NAICS code. An Offeror will be classified within a scope category based on the size standard associated with NAICS code identified on Exhibit 4.

### A.3.7.2 PAST PERFORMANCE VOLUME

An Offeror’s past performance record indicates the relevant qualitative aspects of performing services or delivering products similar in content and scope to the requirements of this acquisition. The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror’s past performance as related to the requirements of the proposed contract. The offeror must provide past performance submissions as it relates to the SEWP VI in scope NAICS code being used for competition at the master contract level, as noted on the SF1449. If the NAICS code for the past performance submission does not match the Offeror’s NAICS code used on the SF1449 or for references that are not assigned a NAICS code (e.g., commercial contracts), the offeror shall include the description within the past performance volume that explains how the work performed relates to the NAICS code used to compete as noted on the SF1449. **An Offeror that has relevant past performance but fails to provide the minimum requirements of the past performance volume will result in the contractor being excluded from competition.**

#### *(a) INFORMATION FROM THE OFFEROR*

Prime Offerors shall furnish the information requested below for a minimum of one but no more than three recent similar contracts. Contracts that are completed or ongoing within three years of the original SEWP VI solicitation release date will be considered recent. The Government will not consider performance on a newly-awarded contract that has no documented performance history (i.e., projects that have been under contract for less than six months prior to original SEWP VI solicitation release date). Only contracts with performance within three years from the original SEWP VI solicitation release date will be evaluated. Prime Offerors shall indicate how the contracts are related to the proposed effort in content and scope.

No information is requested for proposed subcontractors. In accordance with 13 CFR 125.2(g), First-tier small business subcontractor past performance information will only be evaluated for

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small business prime offerors when they do not independently demonstrate past performance necessary for award.

For joint ventures, the Offerors shall provide past performance for the work done and qualifications held either individually by a partner to the joint venture, the work done by the joint venture itself, or any combination of both. Subject to the requirements of 13 CFR 125.11, a small business concern that has been a member of a joint venture may elect to use the past performance of the joint venture (whether or not the other joint venture partners were small business concerns) where the small business does not independently demonstrate past performance necessary for award. Please be advised in accordance with 13 CFR 125.11: “A small business cannot identify and use as its own experience and past performance work that was performed exclusively by other partners to the joint venture.”

Offerors shall provide past performance information from NASA contracts, other Government contracts, and commercial contracts. The total number of content representative areas for which the Offeror is proposing for a category does not need to be included in a single past performance reference.

An Offeror may submit a single award IDIQ/BPA at the contract/agreement level as a single past performance reference. However, Offerors are not permitted to submit a multiple award IDIQ contract as an individual past performance reference.

**For Small Businesses proposing in Categories A-** the past performance provided shall be for similar scope efforts with a minimum average annual cost/fee incurred of \$150,000 for size to be rated relevant.

**For Small Businesses proposing in Category B-** the past performance provided shall be for similar scope efforts with a minimum average annual cost/fee incurred of \$1,000,000 for size to be rated relevant. For offerors submitting as Mentor-Protégé Joint Ventures, contracts may be submitted from the Mentor, the Protégé, or the offering Mentor-Protégé Joint Venture itself. The Protégé or Mentor-Protégé Joint Venture project need only have a minimum of \$500,000 in average annual cost/fee incurred. For offerors submitting as HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) Joint Ventures, contracts may be submitted from the HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner or the Joint Venture itself. The HUBZone, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner contract, or Joint Venture contract, need only have a minimum of \$500,000 in average annual cost/fee incurred.

**For Small Businesses proposing in Categories C-** the past performance provided shall be for similar scope efforts with a minimum average annual cost/fee incurred of \$500,000 for size to be rated relevant. For offerors submitting as Mentor-Protégé Joint Ventures, contracts may be submitted from the Mentor, the Protégé, or the offering Mentor-Protégé Joint Venture itself. The Protégé or Mentor-Protégé Joint Venture project need only have a minimum of \$250,000 in average annual cost/fee incurred. For offerors submitting as HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) Joint Ventures, contracts may be submitted from the HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner or the Joint Venture itself. The

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HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner contract, or Joint Venture contract, need only have a minimum of \$250,000 in average annual cost/fee incurred.

**For Other Than Small Businesses proposing in Category A & B-** the past performance provided shall be for similar scope efforts with a minimum average annual cost/fee incurred of \$2,500,000 for size to be rated relevant.

**For all Offerors-** If applicable, Offerors may provide the past performance of a parent or affiliate or predecessor company to an Offeror where the Offeror's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities, or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance as documented in the Meaningful Relationship Commitment Letter. In accordance with 13 CFR 125.2(g), A Small Business Prime Offeror may provide past performance references for first-tier small business subcontractors to the extent the small business prime offeror does not independently demonstrate capabilities and past performance. The combined total of the Offeror's (including JVs) and proposed first-tier subcontractors' past prime or subcontract experiences shall be limited to no more than three (3) reference contracts for the Offeror (including JVs) and no more than one (1) reference Contract for each first-tier subcontractor for which performance occurred within the last three (3) years of the release date of the final SEWP VI RFP.

The Offeror shall provide the following information on all submitted past/current contract references that meet the above criteria for the prime Offeror:

1. Customer's name, telephone number, and e-mail address of both the lead contractual and technical personnel most familiar with the offeror's performance record. Please verify that the information is current and correct.
2. Cage Code and/or UEI Number of the contractor performing the work.
3. Contract number, type, and total original and present or final contract value.
4. The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Value to Date. For example (note, these example numbers are not related to this specific procurement):

A current five-year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the Offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

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- Current Contract Expenditures incurred to Date: \$43,500,000
  - Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.
  - Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)
5. Date of contract, place(s) of performance, and delivery dates or period of performance.
  6. Method of acquisition: Competitive or noncompetitive
  7. Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
  8. Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
  9. Past Performance History-. The Offeror shall provide, at a minimum, the following information as part of its Past Performance Volume to demonstrate the relevance of its recent past performance as provided by the submitted Past Performance references and for the stated number of content representative areas below, and to facilitate the evaluation of Past Performance as a whole and as related to the SEWP VI Contract Requirements.

The Offeror shall provide a description of its relevant past performance history in meeting the technical and management requirements identified below (**This list shall not be construed as indicating any priority ranking or order of importance**):

### *CATEGORY A Content Representative Areas*

1. IT Computer Systems / Compute Facilities
2. IT Storage Systems
3. Networking and Communication Equipment
4. Imaging Equipment and Supporting Technology
5. IT Power and Cabling Equipment
6. Audio / Video Equipment
7. Security and Sensor Equipment
8. Software and Cloud Technology

Offerors identified as an Other Than Small Business in Category A shall provide past performance references showcasing technology solutions for at least four (4) content representative areas for content to be rated relevant. Offerors identified as a Small Business in Category A shall provide past performance references, showcasing technology solutions for at least three (3) content representative areas for content to be rated relevant.

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### ***CATEGORY B Content Representative Areas***

1. Enterprise-Wide Network Services
2. IT Managed Services
3. Enterprise-Wide Innovation Services
4. IT Service Management
5. Enterprise Service Program Integration
6. Enterprise-Wide Information and Data Analytics Services (IDAs)
7. Enterprise-Wide Application Services/Software Development
8. Enterprise-Wide Cybersecurity Services
9. Enterprise-Wide Cloud Services
10. Enterprise-Wide Digital Multimedia and Technical Communications Services

### ***CATEGORY C Content Representative Areas***

1. Innovation Services
2. Information and Data Analytics Services (IDAs)
3. Application Services/Software Development
4. Cybersecurity Services
5. Cloud Services
6. Digital Multimedia and Technical Communications Services.
7. IT Operations and Maintenance / Help Desk/Call Center Support
8. Network Services
9. Database Services
10. In-Scope Training

Offerors identified as an Other Than Small Businesses in Category B shall provide past performance references showcasing relevant work in at least four (4) content representative areas for content to be rated relevant. Offerors identified as a Small Business in Category B and/or C shall provide past performance references, showcasing relevant work in at least three (3) content representative areas for content to be rated relevant.

Offerors identified as **HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, 8(a)** in Category B and/or C shall provide past performance references showcasing relevant work in at least two content representative areas for content to be rated relevant.

All Offerors shall present a summary of relevant past performance information in matrix form as set forth below in Table 1, Sample Past Performance Matrix and accompany each category of the relevant experience. The information shall match the past performance information with the relevant experience identified in this section. Offerors are advised that the matrix is a summary of the referenced contracts submitted for the past performance volume for a given scope category. The required matrix information below is only provided as an example. In the first column of the matrix, insert the Contract Identifier – either a contract number, customer name, or other unique identifier that clearly identifies the contract and matches it with the past performance information submitted pursuant to the instructions of paragraph A.3.7.2.(a). In the other columns of the matrix, indicate the work the Offeror has performed that is similar or related to each element of the current requirement as presented in the matrix. If the Offeror performed as subcontractor, insert an “S” accompanied by a subscript number to indicate the

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subcontract tier. If the Offeror performed as a prime contractor, insert a “P” in the appropriate block.

Table 1, Sample Past Performance Matrix- Category A

Contract Identifier	IT Computer Systems / Compute Facilities	IT Storage Systems	Networking and Communication Equipment	Imaging Equipment and Supporting Technology	IT Power and Cabling Equipment	Audio / Video Equipment	Security and Sensor Equipment	Software and Cloud Technology
Agency/ Contract #		P		P	P		P	
Agency/ Contract #	S <sup>2</sup>	S <sup>2</sup>						
Agency/ Contract #			P					P
Agency/ Contract #	S <sup>1</sup>					S <sup>1</sup>	S <sup>1</sup>	

**In addition to 1 through 9 above, Offerors (inclusive of all members of the CTA) shall provide the following information for all Offerors contracts in the past three years:**

List any contracts terminated (partial or complete) within the past three years and basis for termination (convenience or default). Include the contract number, name, and the telephone number and e-mail address of the terminating officer (please verify information). Include contracts that were "de-scoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

***(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)***

The offeror shall provide the questionnaire provided as Exhibit 2 to this RFP for each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire no later than proposal submission date directly to the Government Contracting Officer via email [PastPerformance@sewp.nasa.gov](mailto:PastPerformance@sewp.nasa.gov) . In the cases where an order or contract was classified, an Offeror shall ensure a past performance questionnaire is completed by the appropriate representative from the customer. No classified information is to be submitted for evaluation. The questionnaire respondent shall be a representative from the technical customer and/or responsible Contracting Officer with direct knowledge of your firm's performance. Only one questionnaire is required per past performance reference. The Government will not accept alternate forms for the past performance questionnaire. If possible, the Offeror shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts.

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The Offeror is responsible for ensuring that the references are notified that the questionnaire must be questionnaire is completed and submitted, via email to [PastPerformance@sewp.nasa.gov](mailto:PastPerformance@sewp.nasa.gov) no later than the closing date of this solicitation designated in Block 8 of the SF 1449.

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number.

### ***(c) Independent Past Performance Information.***

NASA may consider independently obtained information from Government sources (e.g., Contractor Performance Assessment Reporting System (CPARS)), and non-Government sources, in assessing Past Performance. While NASA may consider data obtained from other sources, Offerors retain the burden of providing relevant references that NASA can readily contact and for presenting information establishing the relevance of their past performance to NASA's requirements under this solicitation.

### **A.3.7.3 MISSION SUITABILITY VOLUME**

The Mission Suitability Volume must specifically state which Category the Offeror is proposing. The proposal may refer to teaming partners, subcontractors, and other business to business relationships as support of the Offeror's core capabilities. The Mission Suitability Volume shall be separate and apart from the Offer Volume, and Past Performance Volume. All information submitted in the Mission Suitability Volume shall be current and responsive to all subfactors of the RFP. The offeror shall structure the Mission Suitability Volume with multiple sections distinguishing the subfactors. The multiple sections of each subfactor within Mission Suitability are not weighted or listed by importance. The responses shall be descriptive and narrative and not simply a restatement of the solicitation text.

Offerors must respond to all factors, sub- factors, and points of the Mission Suitability Volume. A non-response by an Offeror to any part of this Section will result in the Offeror being no longer eligible for award.

### ***(a) TECHNICAL APPROACH (SUBFACTOR A)***

#### **For All Categories**

For points 1 and 2 of this section the Offeror must provide a summary description of their overall technical offerings and general capabilities in accordance with the proposed Category scope (see Attachment A-SEWP Scope, Section A.2. SCOPE). Additionally, the Offeror must address how their technical offerings support the first three of the Four Acquisition Objectives as provided in Attachment A-SEWP Scope, Section A.1. ACQUISITION OBJECTIVES. Offerors Technical Approach shall also include information in the following areas:

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1. The offeror shall describe the technical scalability and extensibility of the offeror's products, solutions and/or services that demonstrates their ability to fulfill a range of ITC/AV Solutions and/or Services requirements centered on the Offeror's core technical capabilities within the breadth of the given Category scope.
2. The offeror shall describe their over-all ITC/AV-based solutions and/or services and how the Offeror's solutions and/or service-oriented capabilities provide technological leadership in supporting the current and next generation of Government technical requirements in terms in terms of solutions and/or services.

### ***(b) MANAGEMENT APPROACH (SUBFACTOR B)***

The Offeror must provide a narrative addressing the following areas:

#### **(1) Commitment to Supply Chain Risk Management and IT Security**

- i. *FOR CATEGORY A* - The Offeror shall describe their corporate processes and resources with regard to the supply of products to the Government and corporate risks associated with Supply Chain Risk Management (SCRM) and IT Security including appropriate security controls based on the most current Government and Industry standards such as CNSSI 1253, NIST SP 800-53, NIST SP 800-161, NIST SP 800-171.
- ii. *FOR CATEGORY B and C* - *The Offeror shall describe their corporate processes and resources with regard to corporate risks associated with SCRM and/or IT Security of contractor acquired property; e.g., ancillary products required for performance and fulfillment of task orders including appropriate security controls based on the most current Government and Industry standards such as CNSSI 1253, NIST SP 800-53, NIST SP 800-161, NIST SP 800-171.*

#### ***For All Categories***

- iii. Information related to how the offeror is participating in SCRM and/or IT Security activities, or at a minimum provide details regarding how the Offeror is kept abreast of and is addressing key SCRM and/or IT Security practices.
- iv. The offeror shall either fill out Exhibit 5: C-SCRM Attestation Form or provide a copy of a valid active Open Trusted Technology Provider™ Standard (O-TTPS) Certification to attest to meeting the ISO 20243 standard. If Exhibit 5 is filled out, each row must be responded to with either Y(es); N(o); I(n Progress); or N/A (not applicable) in column B. If I or N/A is entered, a brief explanation of the progress or reason for non-applicability is required in Column C. **Please note that an Offeror that provides a response of "no" to any of the items in Exhibit 5 disqualifies their organization from receiving a SEWP VI Contract award.**

**(2) Commitment to Sustainability**

The offeror shall describe their corporate commitment with regard to sustainability issues. At a minimum, the offeror shall address the extent to which their corporate policies and procedures encourage, promote and/or require sustainable practices such as recycling, carbon emission reduction, reduced energy usage, etc.

**(3) Program Management**

The offeror shall concisely describe its planned management approach to the contract through a point-by-point response to the Sections described below. Specific areas to be addressed are:

- i. Strategy for managing Customer requests for (RFI's, RFQ's, etc.) task order proposals, GWAC contract administration, and task order administration to produce timely and quality ICT/AV solutions and to continuously identify, mitigate, manage, and control risks. This section shall include a discussion on the staff, resources and processes planned or in place to manage more than 100 requirements in a day for Category A and ten requirements in a day for Category B and C including but not limited to sorting, reading, assigning, making bid/no bid decisions, responding as appropriate, following-up, etc.
- ii. The approach shall address how and to what extent the offeror either currently addresses, or will scale to address, all or part of the broad scope of the SEWP contract offerings in terms of management, staffing, teaming, processes, etc. The offeror shall describe their corporate policies and resources that will affect the addition of new solution providers and/or new corporate services for the purpose of enhancing the technology and services available to the Government through the life of the contract.
- iii. The offeror shall discuss its management chain of command, with reference to the contract management functions at each management level. The principal support office under the contract shall be named and described.

(End of Section III)

**IV. FAR 52.212-2 EVALUATION- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) ADDENDUM**

**A.4.1 SOURCE SELECTION AND PHASED EVALUATION**

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection". The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply. Any proposal that deviates or takes exception to instructions from this solicitation or contract terms and conditions is not acceptable to the Government and will be terminated from the competition.

The attention of Offerors is particularly directed to NFS 1815.305-70, "Identification of unacceptable proposals".

The Source Evaluation Board will conduct evaluations in accordance with FAR 15.304 (c)(1)(ii)(A), and not evaluate price. **The Government intends to evaluate proposals and make an award without discussions to EACH and ALL qualifying offerors in accordance with FAR 15.304(c)(1)(ii)(A)(3).** There is no ceiling on the number of SEWP VI awards. The term "Qualifying Offeror" is defined in this solicitation as an Offeror that meets all the following criteria—

- 1) Submits a proposal that conforms to the scope category requirements of the solicitation in which they are proposing.
- 2) Meets all requirements within the firm down select phase of evaluation:
  - **Phase 1-** Information required per A.3.7.1(a)(3) through A.3.7.1(a)(6) as applicable. Accuracy of NAICS Crosswalk and pass Mandatory Relevant Experience requirement with a current ISO 9001:2015 Certificate of Registry or for small businesses show that the necessary certification is in process; and
  - **Phase 2-** Have a past performance rating of Neutral or Satisfactory Level of confidence; and
  - **Phase 3-** Have overall Satisfactory Level of Confidence in Mission Suitability: meaning Satisfactory Level of Confidence in both subfactors- Management Approach and Technical Approach;
- 3) Is determined to be a responsible source IAW FAR 9.104.
- 4) Is otherwise eligible for an award.

**A.4.1.1 Firm Down-Select Process**

Upon completion of each phase of evaluation, the Government will make a firm down-select and notify each Offeror if they are no longer eligible for award along with providing a brief rationale statement. Offerors may request a debrief upon notification they are no longer eligible for award but are not entitled to more than one debriefing for each proposal.

Offerors who advanced to the next phase of evaluation will also be notified once the Government has completed an entire phase.

**A.4.2- Phase One-Offer Volume (Certifications, Mandatory Experience/ Offerings, and NAICS Crosswalk)**

The information requested in A.3.7.1(a)(1) and A.3.7.1.(a)(2) is to be provided for informational purposes only and will not be evaluated.

The information requested in A.3.7.1(a)(3) must be provided if Offeror is proposing a CTA to satisfy the requirements of this contract. In the event that an Offeror forms a CTA, but fails to provide this information, the Offeror will be eliminated from competition.

The information requested in A.3.7.1(a)(4) must be provided if Offeror is sharing resources from a Parent Company, Affiliate, Division, and/or Subsidiary within a corporate structure for evaluation purposes. The information provided will be evaluated to determine if the shared resources add value and there is adequate rationale provided by the Offeror to validate the shared resources. In the event the Meaningful Relationship Commitment Letter is not provided or fails to provide the information requested, the Offeror will be eliminated from competition.

The information requested in A.3.7.1(a)(5) must be provided if applicable to the Offeror. Failure to provide the information requested will result in the Offeror being eliminated from competition.

The information requested in A.3.7.1(a)(6) must be provided. The Government will evaluate the information to determine if the Offeror is a responsible source IAW FAR 9.104.

The evaluation of the information requested in A.3.7.1(b) through (d) will be conducted on a Pass/Fail Basis. Offerors will be evaluated based on providing the requirements as specified in Section A.3.7.1(b) thru Section A.3.7.1(d). If one or more of the below requirements are not met, the proposal will be classified as FAILED and the Offeror will no longer be eligible for award.

**ALL OFFERORS:**

- Section A.3.7.1(b) consists of providing a valid ISO 9001 or the requisite in progress documentation: and
- Section A.3.7.1(d) consists of providing a NAICS Code crosswalk that will be evaluated for the accuracy of the information matching what is provided in SAM.gov

In addition:

For CATEGORY A:

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- Section A.3.7.1(c) meeting the specifications for the Category A Exhibit 3a- Category A CLINS.

For CATEGORY B:

- In addition to the valid ISO 9001, Section A.3.7.1(b) consists of providing a valid CMMI certification, or the requisite in progress documentation: and.
- Section A.3.7.1(c) meeting the specifications for relevant experience provided with Exhibit 1- REP.

For CATEGORY C:

- Section A.3.7.1(c) meeting the specifications for relevant experience provided with Exhibit 1- REP.

Meaningful relationships will be evaluated to determine whether the shared resources add value and there is adequate rationale provided by the offeror to validate the shared resources. As part of the mandatory experience evaluation, for small businesses, the Government may attribute the experience of a parent or affiliated or predecessor company to the proposed prime contractor where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor. The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities, or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. In accordance with 13 CFR 125.2(g), the Government will consider the capabilities and experience of each first-tier small business subcontractor that is part of the team as the capabilities and experience of the small business prime contractor if the capabilities and experience of the small business prime does not independently demonstrate capabilities and experience necessary for award. The Government will consider work done and qualifications held individually by each partner to the joint venture as well as any work done by the joint venture itself previously.

Any Offeror that does not meet the requirements will be notified and are no longer eligible for award. Offerors that meet the requirement will have their proposal proceed to Phase 2 of evaluation process.

### **A.4.3 Phase Two-Past Performance**

All past performance references must meet the “recent” and minimum average annual cost/fee expenditures criteria as specified in Section A.3.7.2 to be evaluated. If the contract is ongoing, it must have a documented performance history. The Government will evaluate **content** relevancy using all of the past performance references combined. Recency is defined as performance occurring within the last three years of the original SEWP VI solicitation release date. For a prime contractor’s contract reference, or a proposed first-tier subcontractor for this procurement, to be considered at least minimally “relevant” in terms of size, it must meet/exceed an average annual contract value per below:

### **Other Than Small Businesses-**

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- In Category A and B, the past performance for similar scope efforts with a minimum average annual cost/fee incurred of \$2,500,000.

### **Small Businesses-**

- In Category A, the past performance for similar scope efforts with a minimum average annual cost/fee incurred of \$150,000.
- In Category B, the past performance for similar scope efforts with a minimum average annual cost/fee incurred of \$1,000,000. For offerors submitting as Mentor-Protégé Joint Ventures, contracts may be submitted from the Mentor, the Protégé, or the offering Mentor-Protégé Joint Venture itself. The Protégé or Mentor-Protégé Joint Venture project need only have a minimum of \$500,000 in average annual cost/fee incurred. For offerors submitting as HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) Joint Ventures, contracts may be submitted from the HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner or the Joint Venture itself. The HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner contract, or Joint Venture contract, need only have a minimum of \$500,000 in average annual cost/fee incurred.
- In Category C, the past performance for similar scope efforts with a minimum average annual cost/fee incurred of \$500,000. For offerors submitting as Mentor-Protégé Joint Ventures, contracts may be submitted from the Mentor, the Protégé, or the offering Mentor-Protégé Joint Venture itself. The Protégé or Mentor-Protégé Joint Venture project need only have a minimum of \$250,000 in average annual cost/fee incurred. For offerors submitting as HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) Joint Ventures, contracts may be submitted from the HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner or the Joint Venture itself. The HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, or 8(a) partner contract, or Joint Venture contract, need only have a minimum of \$250,000 in average annual cost/fee incurred.

The term “content” means the type and complexity of services or work, in comparison to the requirements of this solicitation.

For a past performance submission to have its content rated “relevant” it must meet the following criteria:

### **Other Than Small Businesses-**

- In Category A, Other than Small Businesses past performance references showcasing at least 4 content representative areas.
- In Category B, past performance references showcasing at least 4 content representative areas.

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### Small Businesses-

- In Category A, past performance references showcasing at least 3 content representative areas.
- In Category B, past performance references showcasing at least 3 content representative areas. **HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, 8(a)** past performance references showcasing at least 2 content representative areas.
- In Category C, past performance references showcasing at least 3 content representative areas. **HUBZone, SDB, VOSB, SDVOSB, WOSB, EDWOSB, 8(a)** shall provide past performance references showcasing at least 2 content representative areas.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. The Government may consider past periods of performance in evaluating overall relevance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the past performance of a parent or affiliated or predecessor company to the proposed prime contractor where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities, or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An Offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating.

The Government will consider an Offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an Offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the written narrative and past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings –

The Government will assign an overall Performance Rating and an overall Relevancy rating to the Offeror based on the evaluation of the individual contract references. The results of these ratings will be considered in determining the Level of Confidence rating.

The Level of Confidence ratings set forth below will be used to evaluate the Past Performance factor for each Offeror.

Each of the adjective ratings below has a “performance” component and a “relevance” component as discussed above.

The following confidence guidelines will be used when subjectively assessing both components:

**Satisfactory Level of Confidence**

The Offeror’s past performance is relevant to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a satisfactory level of confidence that the Offeror will successfully perform the required effort.

**Level of No Confidence**

The Offeror’s past performance is relevant to this acquisition but it does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror’s performance record, there is no confidence that the Offeror will successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary to achieve contract requirements.

**Neutral**

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

Only Offerors with Past Performance rating of Satisfactory Level of Confidence or Neutral will have their proposal proceed to Phase 3 of evaluations.

**A.4.4 Phase Three- Mission Suitability**

In accordance with FAR Subpart 15.3, the Government will evaluate the Offeror’s understanding and demonstration of their ability to successfully perform the Mission Suitability subfactor requirements. The Government will validate the consistency between all proposal volumes and any inconsistencies identified may indicate a lack of understanding and adversely impact the Offeror’s overall Mission Suitability confidence rating. Only information provided within the proposal will be evaluated. Information incorporated by reference will not be considered or evaluated. Restating the solicitation requirements is not demonstrating an Offeror’s ability to perform.

**(a) TECHNICAL APPROACH (SUBFACTOR A)**

**For All Categories**

The Government will evaluate the Offeror’s understanding and demonstration of their ability to successfully perform the technical requirements as specified in Section A.3.7.3 (a).

**(b) MANAGEMENT APPROACH (SUBFACTOR B)**

*FOR CATEGORY A* - The Government will evaluate the Offeror’s understanding and demonstration of their ability to successfully perform the management requirements as specified in Section A.3.7.3 (b)(1)(i).

*FOR CATEGORY B and C* - The Government will evaluate the Offeror’s understanding and demonstration of their ability to successfully perform the management requirements as specified in Section A.3.7.3 (b)(1)(ii).

*FOR ALL CATEGORIES*

The Government will evaluate the Offeror’s understanding and demonstration of their ability to successfully perform the management requirements as specified in Section A.3.7.3 (b)(1)(iii-iv), A.3.7.3 (b)(2), A.3.7.3 (b)(3)(i-iii).

The Government will assign ratings for each subfactor using the confidence ratings and definitions set forth below:

<b>Satisfactory Level of Confidence</b>	The Government has <i>satisfactory confidence</i> that the Offeror understands the requirements and demonstrates an ability to be successful in performing the contract with <i>little or no</i> Government intervention.
<b>Level of No Confidence</b>	The Government has <i>no confidence</i> that the Offeror understands the requirements or has demonstrated an ability to be successful in performing the contract without Government intervention. A failure to address any of the elements or sub-elements in A.3.7.3, or a failure to demonstrate an understanding of any of the elements or sub-elements in A.3.7.3 will result in a no confidence rating.

Receiving a “No Confidence” rating in either Mission Suitability subfactors (Technical Approach or Management Approach) or restating the solicitation requirements will result in a “No Confidence” rating. Offeror must receive a rating of “Satisfactory Confidence” in both subfactors to have an overall Mission Suitability Rating of “Satisfactory Confidence.”

**V. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—  
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (MAY 2024)-  
ALTERNATE I (FEB 2024)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions*. As used in this provision—

*Covered telecommunications equipment or services* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

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- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

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(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business (SDVOSB) concern* means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

*Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

*Small business concern*—(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

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(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent

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directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that—

(i) It  is,  is not a small business concern; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]*

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *SDVOSB concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents that it  is,  is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it  is,  is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. *[Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]*

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(5) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]

### **Note to paragraphs (c)(9) and (10):**

Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is, a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(c)(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

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(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_\_

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms “Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

<b>Line item No.</b>	<b>Country of origin</b>

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

<b>Line Item No.</b>	<b>Country of origin</b>	<b>Exceeds 55% domestic content (yes/no)</b>

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. \_\_\_\_\_

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line Item No		

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If *Alternate III* to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms “Korean end product,” “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Korean End Products or Israeli End Products:

Line Item No.	Country of origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

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(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed end product	Listed countries of origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt

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subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

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(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

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(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

*(Do not use a “doing business as” name)*

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

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(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal

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department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that—

(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

### **A.5.0 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

#### **Federal Acquisition Regulation (FAR) clauses:**

<https://www.acquisition.gov/browse/index/far>

#### **NASA FAR Supplement (NFS) clauses:**

<https://www.acquisition.gov/nfs/part-1852%E2%80%94solicitation-provisions-and-contract-clauses>

#### **FAR PROVISIONS:**

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS - REPRESENTATION. (DEC 2016)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS- NOTICE AND REPRESENTATION (JUNE 2020)

(End of by reference clauses)

**A.5.1 FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR. (AUG 2020)**

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

*Commercial and Government Entity (CAGE) code* means -

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?:  Yes or  No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of provision)

**A.5.2 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION. (NOV 2015)**

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that -

(1) It  is,  is not an inverted domestic corporation; and

(2) It  is,  is not a subsidiary of an inverted domestic corporation.

(End of provision)

**A.5.3 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services - Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered

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telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to -

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to -

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that -

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that -

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

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(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment -

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services -

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment -

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services -

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(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

### **A.5.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)**

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

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means -

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in -

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

### **A.5.5 FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS. (OCT 2020)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it -

(1) Has  filed all Federal tax returns required during the three years preceding the certification;

(2) Has not  been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the

subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

**A.5.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. ( FEB 2024)-  
ALTERNATE I (FEB 2024)**

(a) *Definitions.* As used in this provision—

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business (SDVOSB) concern* means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

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*Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

*Small business concern*—(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_ [*insert NAICS code*].

(2) The small business size standard is \_\_\_\_ [*insert size standard*].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.* (1) The offeror represents as part of its offer that—

(i) It  is,  is not a small business concern; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.*]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.*]

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.*]

(6) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

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(7) *SDVOSB concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it  is,  is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program.* [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it  is,  is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_].

(9) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(10) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision. The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business

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Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

### **A.5.7 FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures. (DEC 2023)**

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSCA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSCA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.* (1) The Offeror shall search for the phrase “FASCSCA order” in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSCA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSCA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSCA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSCA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSCA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;

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(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)