

80TECH26DXXXX- SEWP VI Terms and Conditions

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80TECH26DXXXX- SEWP VI Terms and Conditions

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Note! Unless otherwise specified, all clauses within this contract apply to all Categories/ Groups.

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) http://www.esrs.gov
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	https://www.sam.gov
11	Affirmative Procurement of Biobased Products	FAR 52.223-2	Annually by October 31 and Final Report	https://www.sam.gov 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:

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 contractors. 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

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 1st year of contract performance and \$10 million per order in the 2nd year of contract performance. Category C threshold restrictions are subject to removal beginning in the 3rd 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

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. 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.

(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

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)

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). 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.

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 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

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.

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.

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).

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

___ (6) [Reserved].

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

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

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

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

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

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

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

X(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).

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

___ (14) [Reserved].

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

X(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. 7671l).

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	RESERVED	TBD	TBD
F	- SEWP Database of Record	TBD	TBD
G	RESERVED	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 TM 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)