

**Nutanix Software and Maintenance
Request for Quote (RFQ)
2032H5-25-Q-0016**

**Internal Revenue Service (IRS)
Nutanix Software and Maintenance
Request for Quote (RFQ) 2032H5-25-Q-0016
May 14, 2025**

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Section I – Overview

The Internal Revenue Service (IRS) intends to award a single order under the National Aeronautics and Space Administration (NASA) Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract (GWAC) for Nutanix Software and Maintenance. The requirement will be unrestricted. The Request for Quote (RFQ) will be solicited under NASA SEWP Group D. Authorized resellers of Nutanix may submit a quote for this requirement. The North American Industry Classification Code System (NAICS) code is 541519 Other Computer Related Services and the small business size standard is \$30 million.

NASA SEWP

At the time of award for this order and prior to the exercise of order option periods, the Quoters must have a valid contract in effect that covers the appropriate performance year. Failure to comply will result in the Quoters ineligibility for award or in the case of options the order may not be renewed. The Quoters shall notify the Contracting Officer no later than 12 months before its contract expiration whether they will establish a new contract, extend its current contract or establishing a new contract with a different socioeconomic status.

Requirement details and NASA SEWP terms and conditions and FAR Clauses will be incorporated and applicable to this order.

Authority

Pursuant to FAR 16.505, a single order will be awarded to a single contractor as a result of this Request for Quote (RFQ). Pursuant to FAR 16.505(a)(4) – The requirement is for an item peculiar to one manufacturer.

1. Period of Performance

The period of performance is a twelve (12) month base period.

1.1 Period of Performance

Base Period: 12 Months from Date of Award

3. Place of Performance

The primary place of performance is the Contractor's site.

4. Order Type

The order will be Firm Fixed Price (FFP).

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See Attachment 1 – Statement of Work (SOW)

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Section III - General and Administrative Information

1. Contracting Officer (CO) and Contract Specialist (CS)

(a) The CO is the only person authorized to approve changes to or modify any of the requirements under the order. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any expenses incurred as a result thereof.

The Contracting Officer is:

Name: Monique S. Waddell
Address: Internal Revenue Service
5000 Ellin Rd. 7th Floor
Lanham, MD. 20706
Email: monique.s.waddell2@irs.gov

The Contract Specialist is:

Name: Ashley Gayle
Address: Internal Revenue Service
50 West State Street
Trenton, NJ 08608
Email: Ashley.e.gayle@irs.gov

(b) The Contractor shall submit requests for modification of this contract and other administrative requests to the CO and courtesy copy the COR.

(c) Contractual problems of any nature should be handled as soon as possible, and according to applicable public laws and regulations (e.g., Federal Acquisition Regulation). The problem resolution escalation sequence is as follows: 1) the initial point of contact for problem resolution is the Contracting Officer's Representative (COR) authorized to oversee services, 2) then the Contracting Officer that awarded the Order.

(d) Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO. The CO is the only official authorized to terminate for cause, to issue notices of termination for cause, and to issue cure notices and show cause notices for the order.

2. Contracting Officer Representative (COR) and Alternate (ACOR)

The COR has responsibility for receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the contract. The COR supports the CO and PM in the general management of the program.

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Name: TBD
Address:
Email:

The CO may designate CORs for individual Orders that will be responsible for the day-to-day oversight of the Order. The COR will represent the CO in the administration of technical details within the scope of the call order. The COR is also responsible for the final inspection and acceptance of all call order deliverables and reports, and such other responsibilities as may be specified in the order. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the Government. The COR does not have authority to alter the Contractor's obligations or to change the order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify order obligations or the specification, changes will be issued in writing and signed by the CO.

(A) The designated COR may provide written technical direction to the Contractor concerning the work performed under the contract. Technical direction is limited to direction that fills in details or otherwise completes the general description of the work set forth in the contract. Technical direction includes:

- 1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- 2) Guidelines to the Contractor, that help interpret technical portions of work descriptions.

(B) Technical direction must be within the general scope of work stated in the contract.

Technical direction may not be used to:

- 1) Assign additional work under the contract.
- 2) Direct a change as defined in the "CHANGES" clause of the contract.
- 3) Increase or decrease the contract price or estimated contract amount (including fee), as applicable, the direct labor hours, or time required for contract performance.
- 4) Change any of the terms, conditions or specifications of the contract.
- 5) Interfere with the Contractor's rights to perform the terms and conditions of the contract.

(C) All technical direction has to be in writing (or via e-mail) by the applicable COR.

(D) If the Contractor believes any technical direction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction. The Contractor must not proceed with the work affected by the technical direction unless and until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of this contract. To notify the Contractor, the Contracting Officer will either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is-

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- 1) Rescinded in its entirety; or
- 2) Within the scope of the contract and does not constitute a change under the change's clause of the contract, and that the Contractor should proceed promptly with its performance.

(E) Failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the scope of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, is subject to the Disputes clause of this contract.

(F) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the applicable COR is at the Contractor's risk.

(G) Nothing in the foregoing paragraph will excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical direction security. In support of open communication, the Contractor shall initiate periodic meetings with the COR. The PM shall respond to email requests from the COR within 24 hours of receipt.

3. Unauthorized Work

The Contractor is not authorized at any time to commence Order performance prior to the issuance of a signed Order or other written approval provided by the CO to begin work.

4. Invoicing Notification and Support Documentation

The Contractor shall invoice in accordance with the Pricing Schedule agreed upon in the awarded Order. The Contractor shall submit payment requests and receiving reports using IPP Invoicing, Receipt, and Acceptance application which is a secure Government web- based system for electronic invoicing, receipt, and acceptance. The Contractor shall include all supporting documentation to the invoice in IPP. When requested by the COR, the Contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation directly to the COR within 24 hours of request to assist in validating the invoiced amount against the products/services provided during the billing cycle.

5. Advertisements, Publicizing Awards and News Releases

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer. This restriction does not apply to marketing materials developed for presentation to potential government customers of this contract vehicle.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

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Section IV – Clauses

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. Also, the full text of a clause may be accessed electronically at www.acquisition.gov/far.

Agency specific and SEWP terms, conditions, and clauses are applicable to this order.

52.203-3 Gratuities (Apr 1984)

52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Nov 2023)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

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

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

52.204-7 System for Award Management (Oct 2018)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)

52.204-13 System for Award Management Maintenance (Oct 2018)

52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)

52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023)

52.204-24: Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

52.209-7 Information Regarding Responsibility Matters. (Oct 2018)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Oct 2018)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

52.211-6 Brand Name or Equal (Aug 1999)

52.212-3 Offeror Representations and Certifications-Commercial Items. (May 2024) IAW FAR 12.301(b)(2).

52.212-4 Contract Terms and Conditions-Commercial Items (Nov 2023)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2024)

52.219-14 Limitations on Subcontracting (Oct 2022)

52.222-3 Convict Labor (June 2003)

52.222-19 Child Labor-Cooperation with Authorities and Remedies (Feb 2024)

52.222-50 Combating Trafficking in Persons (Nov 2021)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)

52.224-2: Privacy Act (Apr 1984)

52.227-1 Authorization and Consent (Jun 2020)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)

52.229-3 Federal, State, and Local Taxes (Feb 2013)

52.232-18 Availability of Funds (Apr 1984)

52.232-23 Assignment of Claims (May 2014)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

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52.243-1 Changes-Fixed Price (Aug 1987)

1052.210-70 Contractor Publicity (Apr 2015)

52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision_____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its

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offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-17 Ownership or Control of Offeror (Aug 2020)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____ (Do not use a “doing business as” name)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)

(a) *Definitions.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause

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of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that-

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

52.209-5 Certification Regarding Responsibility Matters (Oct 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from **Monique S. Waddell** via email to monique.s.waddell2@irs.gov.

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(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (Apr 2015)

(a) The COR is:
Name: TBD

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

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1052.209-9002 Notice and Consent to Disclose and Use of Taxpayer Return Information (May 2018)

(a) Definitions. As used in this provision-

"Authorized representative(s) of the offeror" means the person(s) identified to the Internal Revenue Service (IRS) within the consent to disclose by the offeror as authorized to represent the offeror in disclosure matters pertaining to the offer.

"Delinquent Federal tax liability" means any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

"Tax check" means an IRS process that accesses and uses taxpayer return information to support the Government's determination of an offeror's eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5(b)).

(b) Notice. Pursuant to 26 U.S.C. 6103(a) taxpayer return information, with few exceptions, is confidential. Under the authority of 26 U.S.C. 6103(h)(1), officers and employees of the Department of the Treasury, including the IRS, may have access to taxpayer return information as necessary for purposes of tax administration. The Department of the Treasury has determined that an IRS contractor's compliance with the tax laws is a tax administration matter and that the access to and use of taxpayer return information is needed for determining an offeror's eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5).

(1) The performance of a tax check is one means that will be used for determining an offeror's eligibility to receive an award in response to this solicitation (see FAR 9.104). As a result, the offeror may want to take steps to confirm it does not have a delinquent Federal tax liability prior to submission of its response to this solicitation. If the offeror recently settled a delinquent Federal tax liability, the offeror may want to take steps to obtain information in order to demonstrate the offeror's responsibility to the contracting officer (see FAR 9.104-5).

(c) The offeror shall execute the consent to disclosure provided in paragraph (d) of this provision and include it with the submission of its offer. The consent to disclosure shall be signed by an authorized person as required and defined in 26 U.S.C. 6103(c) and 26 CFR 301.6103(c)-1(e)(4).

(d) Consent to disclosure. I hereby consent to the disclosure of taxpayer return information (as defined in 26 U.S.C. 6103(b)(2)) as follows:

The Department of the Treasury, Internal Revenue Service, may disclose the results of the tax check conducted in connection with the offeror's response to this solicitation, including taxpayer return information as necessary to resolve any matters pertaining to the results of the tax check, to the authorized representatives of _____ on this offer.

I am aware that in the absence of this authorization, the taxpayers return information of _____ is confidential and may not be disclosed, which subsequently may remove the offer

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from eligibility to receive an award under this solicitation.

PERSON(S) NAME AND CONTACT INFORMATION

I consent to disclosure of taxpayer return information to the following person(s):

I certify that I have the authority to execute this consent on behalf of:

Offeror Name: _____

Offeror Taxpayer Identification Number: _____

Offeror Address: _____

Name of Individual Executing Consent: _____

Title of Individual Executing Consent: _____

Signature: _____

Date: _____

1052.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS. (ALTERNATE II) (DEVIATION 2016-00001) (APRIL 2018)

(e) Definitions.

(2) As used in this clause, "Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR

2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-

(i) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;

(ii) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as

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one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(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, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses 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. The standard Form 1449.
- (7) Other documents, exhibits, and attachments.
- (8) The specification.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such language, provision, or clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA 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 language, provision, or clause is deemed to be stricken from the CSA.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(w) Commercial supplier agreements-unenforceable clauses. When any supply or service acquired under this contract is subject to a CSA, the following language shall be deemed incorporated into the CSA. As used herein, "this agreement" means the CSA:

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

- (i) **Applicability.** This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR part 12).
- (ii) **End user.** This agreement shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
- (iii) **Law and disputes.** This agreement is governed by Federal law.
 - (A) Any language purporting to subject the Government to the laws of a U.T. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
 - (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
 - (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) **Continued performance.** The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in paragraph (d) of this clause.
- (v) **Arbitration; equitable or injunctive relief.** In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- (vi) **Updating terms.**
 - (A) After award, the contractor may unilaterally revise terms if they are not material. A material change is defined as:
 - (1) Terms that change Government rights or obligations;
 - (2) Terms that increase Government prices;
 - (3) Terms that decrease overall level of service; or
 - (4) Terms that limit any other Government right addressed elsewhere in this contract.
 - (B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

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

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C.516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved through paragraph (d) of this clause; no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the commercial supplier or licensor will be performed at the commercial supplier's or licensor's expense, without reimbursement by the Government and must be performed within the parameters of the Government's security procedures.

(D) The Contractor must notify the Contracting Officer of any audit request.

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

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under paragraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

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

1052.215-9002 Expense Related to Proposal Submissions (May 2018)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or design for the preparation thereof or to acquire or contract for any services.

1052.215-9006 Disposition of Proposals (May 2018)

After evaluation, selection, and contract award, printed copies of unsuccessful proposals will be returned to the contractor upon request. If no request for proposal return is received within 10 business days, proposal copies in excess of the retention requirements of FAR 8.403 and FAR 8.405 will be destroyed.

(a) Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé Program. Mentor firms provide small business protégés with developmental assistance to enhance their capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses as defined in 13 CFR parts 121, 124, and 126.

Developmental assistance includes technical, managerial, financial, and other mutually beneficial assistance to aid protégé. Contractors interested in participating in the Program are encouraged to contact the Department of the Treasury Office of Small and Disadvantaged Business Utilization for further information.

1052.232-9001 Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP) (Jul 2019)

(a) Definitions:

"Short payment" as used in this clause means the partial payment of an invoice for goods/services actually rendered at the time of payment when the invoice includes additional goods/services that have not yet been provided/rendered.

"Short payment" example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, if these items meet all other

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contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

(b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail at ippgroup@stls.frb.org or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor Point of Contact Information

Contractor Name: _____

Contractor IPP Point of Contact Name:

Contractor Phone Number: _____

Contractor E-mail Address: _____

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. To be approved for payment, a "proper invoice" must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

If the vendor is offering a discount via the IPP, the discount must be reflected on the invoice. The vendor will select 'Create Invoice'. The IPP system will default to 'Net 30 Prompt Pay' under the Payment Terms dropdown box. The vendor will select from 54 different discount options for the invoice that is being created. If the vendor chooses to offer a discount on the invoice screen, the information will interface to the payment system for processing. Discounts that are offered on attachments rather than the invoice itself cannot be accepted.

Under this contract, the following documents are required to be submitted as an attachment to the invoice. Please do not submit into IPP any documentation/attachments that conflict with what is stated on the invoice:

_____ N/A _____

Payment and Invoice Questions

For payment and invoice questions, contact the Ancillary Systems at (304) 254-3372 or via e-mail at cfo.fm.ipp.customer.support@irs.gov.

(e) Waiver

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If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor's proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned.

(f) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.

IRS Invoice Processing Platform (IPP) Waiver Form

The IRS invoicing and payment requirements clause (IR1052.232-9000) requires that all invoices under awards made (or effective) on or after October 1, 2012, be submitted electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver. For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the waiver form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office or the invoice will be returned.

Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

- ☐ 1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to: either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.
- ☐ 2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.
- ☐ 3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location.)
- ☐ 4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.
- ☐ 5. The agency does not expect to receive more than one invoice from the same contractor within a one-year period. i.e., the invoice submission is non-recurring.
- ☐ 6. The contractor customarily submits a high volume of invoices on a regular basis via file format,

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not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date.

File format(s) used: _____

[] 7. Other - Please explain: _____

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

Waiver Submitted By:

Contractor Name

Name of Person Submitting Request for Waiver

Title

Signature of Person Submitting Request for Waiver

E-mail Address

Phone No.

Contract/Order No.

Date Submitted

Waiver Approved By:

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Contracting Officer's Name Printed

Contracting Officer's Signature

Date

1052.239-9008 Information Systems and Information Security Controls for Contracting Actions Subject to Internal Revenue Manual (IRM) 10.8.1 (Dec 2019)

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its personnel and subcontractors (and their personnel):

(a) General. The contractor shall ensure IRS information and information systems are protected at all times. The contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security controls, requirements, and objectives described in applicable security control guidelines, and their respective contracts.

(b) IRM 10.8.1 Applicability. This contract action is subject to Internal Revenue Manual (IRM) Part 10.8.1 – Information Technology (IT) Security, Policy and Guidance. The contractor shall adhere to the general guidance and specific security control standards or requirements contained in IRM 10.8.1. While the IRM 10.8.1 shall apply to the requirements to access systems, IRS Publication 4812, Contractor Security Controls, may also govern as addressed in another clause. It will address the requirements related to physical and personnel security that must continue to be maintained at contractor sites.

(c) Based on the Federal Information Security Modernization Act of 2014 (FISMA), and standards and guidelines developed by the National Institute of Standards and Technology (NIST), IRM 10.8.1 provides overall IT security control guidance for the IRS, and uniform policies and guidance to be used by each office, or business, operating, and functional unit within the IRS that uses IRS information systems to accomplish the IRS mission.

(d) Contractor Security Representative. The contractor shall assign and identify, in its offer, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring staff-like access to IRS information, information technology and systems, facilities, and/or assets. The CSR is the contractor's primary point for the Government on all security-related matters and the person responsible for ensuring the security of information and information systems in accordance with the terms and conditions of the contract and all applicable security controls. If required by the Contracting Officer's Representative, the contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information.

(e) Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entail staff-like access to SBU information

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by a subcontractor or agent, at any tier, the substantially same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

1052.239-9010 Information System and Information Security Control Standards and Guidelines Applicability (Jul 2019)

As part of its information security program, IRS identifies security controls for the organization's information and information systems in the following two key standards and guiding documents:

- Internal Revenue Manual (IRM) 10.8.1 - Information Technology (IT) Security, Policy and Guidance, and
- Publication 4812 - Contractor Security Controls.

While IRM 10.8.1 and PUB 4812 are both based on the latest version of NIST SP 800-53, they apply to different operating environments-internal and external to the organization, respectively.

The contractor, by signing its offer, hereby asserts to the best of its knowledge and belief that the security control guideline(s) most suitable and applicable to the immediate contracting action, with due consideration to its proposed approach (and work environment) for fulfilling the Government's requirements and standards for applicability described herein, is as follows (check only one block):

☐ IRM 10.8.1 only ☐ PUB 4812 only ☐ Both IRM 10.8.1 and PUB 4812

Unless the Contracting Officer (CO) determines, in consultation with Cybersecurity, that a different (or a second) security control standard or guideline is warranted, the security level selected/applied for by the contractor under IR1052.239-9010 shall stand. In the event the Government determines a different (or second) security control standard or guideline is warranted, the CO shall advise the contractor, in writing, of the Government determination, and reflect the correct/appropriate security control standard or guideline in the ensuing contract.

a. If PUB 4812 is selected (alone or in combination with IRM 10.8.1) as the most suitable security control guideline, the contractor must identify, as part of its proposal submissions (or its submissions under any modification to an existing contract incorporating this clause), the most suitable security control level within the following hierarchy of security control levels (from lowest or highest):

- Core (C) Security Controls (Abbreviated "C")
- Core (C) plus value greater than Simplified Acquisition Threshold (SAT) (Abbreviated "CSAT")
- Core (C) plus Networked Information Technology Infrastructure (NET) (Abbreviated "CNET")
- Core (C) plus Software Application Development/Maintenance (SOFT) (Abbreviated

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"CSOFT")

(See PUB 4812, Appendix C for guidance in selecting the security control level most suitable and appropriate to the immediate contracting action.)

b. The contractor, by signing its offer, hereby asserts to the best of its knowledge and belief that the security control level under PUB 4812 most suitable and applicable to the immediate contracting action, with due consideration to its proposed approach (and work environment) and standards for applicability described herein, is as follows (check only one):

☐ C ☐ CSAT ☐ CNET ☐ CSOFT

c. Unless the CO determines, in consultation with Cybersecurity, that a different (higher or lower) security control level is warranted for contracts subject to PUB 4812, the security level selected/applied for by the contractor will govern throughout the life of the contract. In the event the Government determines a different (higher or lower) security level is warranted, the CO will advise the contractor, in writing, of the Government determination. At the end of the contract, for all security levels, the contractor must provide a plan and document the implementation of this plan to ensure that all hard copy and electronic data is returned to the IRS, sanitized, or destroyed.

d. Failure by the contractor to check any block will result in the use of both guidelines (and for the PUB 4812 portion, use of the most stringent security control level (CSOFT)) until and unless the CO, in consultation with IT Cybersecurity, determines otherwise.

e. If required by the Contracting Officer's Representative (COR), the contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information.

f. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the substantially same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

1052.242-70 Postaward Conference (Jan 2017)

(a) A postaward conference will be held with the successful offeror.

(b) The postaward conference may be virtual or held in person. The Contracting Officer or authorized designee will provide the Contractor with the date, time, and location as well as agenda for the postaward conference.

IR1052.239-9008 Section 508 Information, Documentation and Support (Dec 2019)

In accordance with 36 CFR, Appendix C to Part 1194, the information and communication technology (ICT) products and product support services documentation furnished in performance

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of this contract shall be provided at no additional cost. The contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work, performance work statement or statement of objectives (select one). The following technical standards and provisions have been determined to be applicable to this contract:

X Chapter 6: Support Documentation and Services

X 601 General

X 601.1

X 602 Support Documentation

X 602.1 X 602.2 X 602.3 X 602.4

X 603 Support Services

603.1 X 603.2 X 603.3

IR1052.239-9001 Section 508 Conformance (APR 2024)

Each information and communication technology (ICT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR, Appendix C to Part 1194 at the level of conformance as specified in the Attachment entitled, “(Please state where attachment may be found and name of attachment for example, Section J., Voluntary Product Accessibility Template (VPAT) or Section J., Evaluation Matrix).”

The following technical standards have been determined to be applicable to this contract:

X Chapter 4: Hardware

X 401 General

X 401.1

X 402 Closed Functionality

X 402.1 X 402.2(1-6) X 402.3 X 402.4 X 402.5

 403 Biometrics

 403.1

 404 Preservation of Information Provided for Accessibility

 404.1

 405 Privacy

 405.1

X 406 Standard Connections

X 406.1

X 407 Operable Parts

X 407.1 X 407.2 X 407.3 X 407.4 X 407.5 X 407.6 X 407.7 X 407.8

 408 Display Screens

 408.1 408.2 408.3

X 409 Status Indicators

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☒ 409.1
☒ 410 Color Coding
 ☒ 410.1
☒ 411 Audible Signals
 ☒ 411.1
___ 412 ICT with Two-Way Communication
 ___ 412.1 ___ 412.2 ___ 412.3 ___ 412.4 ___ 412.5 ___ 412.6 ___ 412.7 ___ 412.8
___ 413 Closed Caption Processing Technologies
 ___ 413.1
___ 414 Audio Description Processing Technologies
 ___ 414.1
___ 415 User Controls for Captions and Audio Descriptions
 ___ 415.1

☒ Chapter 5: Software
☒ 501 General
 ☒ 501.1
☒ 502 Interoperability with Assistive Technology
 ☒ 502.1 ☒ 502.2 ☒ 502.3 ☒ 502.4(A-G)
☒ 503 Applications
 ☒ 503.1 ☒ 503.2 ☒ 503.3 ☒ 503.4
☒ 504 Authoring Tools
 ☒ 504.1 ☒ 504.2 ☒ 504.3 ☒ 504.4

☒ Chapter 7: Referenced Standards
☒ 701 General
 ☒ 701.1
☒ 702 Incorporation by Reference
 ☒ 702.1 ___ 702.2 ☒ 702.3 ☒ 702.4 ___ 702.5 ___ 702.6 ___ 702.7 ___ 702.8 ___ 702.9
 ☒ 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

☒ Chapter 3: Functional Performance Criteria
☒ 301 General
 ☒ 301.1
☒ 302 Functional Performance Criteria
 ☒ 302.1 ☒ 302.2 ☒ 302.3 ☒ 302.4 ☒ 302.5 ☒ 302.6 ☒ 302.7 ☒ 302.8 ☒ 302.9

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IR1052.239.9002 Section 508 Services (APR 2024)

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated information and communication technology (ICT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR, Appendix C to Part 1194, and functional performance criteria in 36 CFR Chapter 3, unless an agency exception to this requirement exists at E202 General Exceptions.

The following technical standards and provisions have been determined to be applicable to this contract:

X Chapter 4: Hardware

X 401 General

X 401.1

X 402 Closed Functionality

X 402.1 X 402.2(1-6) X 402.3 X 402.4 X 402.5

 403 Biometrics

 403.1

 404 Preservation of Information Provided for Accessibility

 404.1

 405 Privacy

 405.1

X 406 Standard Connections

X 406.1

X 407 Operable Parts

X 407.1 X 407.2 X 407.3 X 407.4 X 407.5 X 407.6 X 407.7 X 407.8

 408 Display Screens

 408.1 408.2 408.3

X 409 Status Indicators

X 409.1

X 410 Color Coding

X 410.1

X 411 Audible Signals

X 411.1

 412 ICT with Two-Way Communication

 412.1 412.2 412.3 412.4 412.5 412.6 412.7 412.8

 413 Closed Caption Processing Technologies

 413.1

 414 Audio Description Processing Technologies

 414.1

 415 User Controls for Captions and Audio Descriptions

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___ 415.1

X Chapter 5: Software

X 501 General

X 501.1

X 502 Interoperability with Assistive Technology

X 502.1 X 502.2 X 502.3 X 502.4(A-G)

X 503 Applications

X 503.1 X 503.2 X 503.3 X 503.4

X 504 Authoring Tools

X 504.1 X 504.2 X 504.3 X 504.4

X Chapter 7: Referenced Standards

X 701 General

X 701.1

X 702 Incorporation by Reference

X 702.1 ___ 702.2 X 702.3 X 702.4 ___ 702.5 ___ 702.6 ___ 702.7 ___ 702.8 ___ 702.9

X 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

X Chapter 3: Functional Performance Criteria

X 301 General

X 301.1

X 302 Functional Performance Criteria

X 302.1 X 302.2 X 302.3 X 302.4 X 302.5 X 302.6 X 302.7 X 302.8 X 302.9

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Section V - Instructions to Quoters

Hand Delivered or Fax Submissions, Modifications, or Withdrawals of Quotes

Facsimile submissions, modifications, or withdrawals of quotes are not permitted, and the Contracting Officer will disregard such quotes if any are received. Alternate proposals will not be accepted.

Questions

Any questions regarding this solicitation must be submitted via NASA SEWP quote portal no later than **12:00 NOON EST on 5/21/2025. All questions must be submitted on Attachment 3 – Questions and Answers Template. Questions not submitted on this Template will not be answered. No questions will be accepted after this date.**

Due Date and Submission

Quotes are due at **03:00 PM EST on 5/28/2025**. Quotes shall be submitted via NASA SEWP quote portal. No other methods of submission will be accepted. The Government is not liable for any expenses incurred by the Quoters in developing and submitting quotes for this solicitation.

Instructions for Quote Preparation

The following instructions are for the preparation and submission of quotes. The purpose of this section is to establish requirements for the format and content of quotes so that quotes contain all essential information and can be evaluated equitably. Quoters are instructed to read the entire solicitation document, including all attachments, prior to submitting questions and/or preparing your offer. Omission of any information from the quote submission requirements may result in rejection of the offer.

Quoters shall note that quotes will be evaluated and a selection decision will be made. Quotes will therefore be treated independently of any other quotes. The Government will rely on the information provided by the Quoters to evaluate the quotes. It is therefore imperative that Quoters carefully follow the instructions set forth below and submit their quotes in the format and with the content specified, providing all requested information. Quotes that fail to provide information in the format requested may be found unacceptable and may be rejected without further consideration if the Contracting Officer determines that a significant revision or addendum to the Quoter's quote would be required to permit further evaluation. Clarity and completeness are of utmost importance to the quote. The relevance and conciseness of the quote is important. The quote shall be valid for one hundred and eighty (180) calendar days from the quote due date.

Page Size and Font

Paper size shall be 8 1/2 by 11-inch white paper with printing on one (1) side only, using 12- point font. No reduction is permitted except for organization charts or other graphic illustrations, or in headers/footers. In those instances where reduction is allowable, Quoters shall ensure that the print is easily readable; no less than 8-point font on graphs and 12-point font on tables. Each page shall have adequate margins on each side (at least one (1) inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Pages that exceed the maximum page limitation will not be evaluated.

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For the electronic copy of the quote, each file shall be submitted in a format readable by Microsoft Office 2013 or searchable PDF. It is the sole responsibility of the Quoter to ensure that the electronic media submitted is virus-free and can be opened and read by the Government. The deadline for submission of the electronic copy of the quote is firm. As the closing date and time draws near, heavy traffic on the web server may cause delays. Quoters are strongly encouraged to plan ahead and leave ample time to prepare and submit their quotes. Quoters bear the risk of web site inaccessibility due to heavy usage, which may occur during the final days/hours before the solicitation closing time. NASA SEWP records the submission date and time and constitutes the official copy for timely receipt.

Quote Submission Structure

Information contained in each volume shall be complete to the extent that evaluation of each tab may be accomplished independently. Your responses must demonstrate that both your firm and personnel can successfully complete this project.

Volume I - Technical	
Factor 1 - Tab A: Technical Acceptability	Five pages (the page limit does not include reseller certification)
Factor 2 - Tab B: Past Performance	Three Pages
Factor 3 - Tab C - Assumptions, Exceptions and Dependencies	One page
Volume II - Price Proposal	
Factor 4 - Price Quote	Attachment 2 - Price Template
Volume III - Business Proposal	
Tab A - Cover Letter	Tab A and Tab B are limited to one page each.
Tab B - Representations and Certifications	

Volume I, Factor 1 - Technical, Tab A: Technical Acceptability

The Quoter shall provide sufficient and detailed information regarding technical capability to satisfy the requirements, including the exact products and quantities, of the SOW. In addition, **the Quoter shall provide up to date proof of being an Authorized Nutanix or equal product Reseller in a one-page letter or reseller certification.** Quoters shall not propose products that are not listed in the SOW.

Volume I, Factor 2 - Technical, Tab B: Past Performance

Quoters shall provide at least one (1) but no more than three (3) recent examples of demonstrated recent and relevant past performance. Recent is within the last five (5) years and relevant is of similar size, scope, and complexity to the SOW and brand name or equal requirements. The Government may contact past performance clients. Past performance reports may be reviewed for corporate experience examples. Past performance data may be retrieved from the Contractor Performance Assessment Reporting System (CPARS) and Federal Awardee Performance and Integrity Information System (FAPIIS).

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Volume I, Factor 3 - Technical, Tab C - Assumptions, Exceptions and Dependencies

The Government does not encourage Quoters to make assumptions or take exceptions from the requirements of the Request for Quote. Quoters are encouraged to submit questions, in accordance with the Request for Quote instructions, in order to obtain any necessary clarifications regarding the Request for Quote prior to quote submission. In the event that a Quoter does make assumptions or take exception to any Request for Quote requirement, the Quoter's submission must clearly and unambiguously identify all such assumptions, exceptions, or dependencies on which the Quoter's quote is based. Each assumption, exception or dependency shall be specifically related to a paragraph and/or specific section of the Request for Quote. The Quoter shall provide a rationale in support of any noted assumption, exception or dependency, explaining its effect in comparison to the Request for Quote. This information shall be provided in the format below with content as outlined in the table below.

Request for Quote Document	Paragraph/Page	Requirement/Portion	Rationale
RFQ, RFQ Attachment (SOO, etc.)	Applicable paragraph and page number(s)	Identify the requirement or portion to which an assumption, exception or dependency is being taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government.

Assumptions, exceptions or dependencies do not make a proposal automatically unacceptable. However, a large number of assumptions, exceptions or dependencies, or a significant assumption, exception or dependency, which provide(s) little or no benefit to the Government or which do(es) not support the Government's requirement as documented in the Request for Quote may receive unfavorable evaluation in accordance with the Request for Quote Evaluation criteria for Award.

Volume II, Factor 4, Price Quote

The Government will establish a total evaluated price for the entire period of performance based on a completed **Attachment 2 – Price Template**. Price volumes failing to meet or comply with price proposal instructions may be deemed noncompliant. Quoters must use **Attachment 2 – Price Template**. Quoters shall not propose products that are not listed in the price template and Quoters must provide pricing for the exact products and quantities identified. The total evaluated price will be based on the base period and option periods for all CLINS. The government is seeking discounts from your NASA SEWP schedule. Discounts are strongly encouraged.

The Option to Extend Services (FAR 52.217-8), allows the contract to be extended up to six months. The offeror shall not propose the 6-month pricing. This 6-month option pricing will be the prorated option period four pricing.

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Volume III: Business Proposal

Tab A, 1 Page - The Quoter shall provide a Quotation Cover/Transmittal Letter (limit 1 page) with pertinent Quoter information. This information should include, at a minimum, the company name, address, telephone number, DUNS number, Taxpayer Identification Number (TIN), NASA SEWP contract number, authorized corporate representative and their title, email and phone number.

Tab B, 1 Page - Representations and Certifications

In accordance with the FAR 52.204-7, Quoters Representations and Certifications, the Quoter has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.sam.gov/portal/SAM/>.

After reviewing the SAM database information, the Quoter verifies by submission of this offer that the representations and certifications currently posted at <https://www.sam.gov/portal/SAM/> have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation.

Any changes to Quoters Annual Representations and Certifications must be updated accordingly at <https://www.sam.gov/portal/SAM/> prior to award.

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Section VI – Evaluation Criteria

1. Basis for Award

The Government intends to award a single order to the Lowest Price Technically Acceptable (LPTA) quote. The Government will evaluate each quote in accordance with the evaluation criteria. Technical Factors are equal. The technical proposal will be rated acceptable or unacceptable. All quoters must receive a rating of “Acceptable” for each evaluation factor listed in the solicitation to be considered for award. Any quote that receives a rating of ‘Unacceptable’ will be deemed technically unacceptable and will not be eligible for award.

Volume I - Factor 1: Technical Capability

Volume I - Factor 2: Past Performance

Volume I - Factor 3: Assumptions, Exceptions, and Dependencies

Volume II - Factor 4: Price Quote

Rating Definitions:

Acceptable - Meets or exceeds all the minimum requirements of the stated evaluation criteria; has at least a moderate probability of success.

Unacceptable - Fails to meet the minimum requirements of the stated evaluation criteria; low probability of success.

Evaluations will be based solely on the materials included in the quote. Therefore, the Quoters initial quote should contain the Quoters best terms. After receipt of quotes, the Government will conduct an evaluation. However, during the evaluation process, the Government may, solely at its discretion, communicate with Quoters regarding quote elements. At any time prior to selection, including upon receipt of quote, the Government may exclude a quote from further consideration for any material failure to follow instructions, including the omission of required information.

Volume I, Factor 1 - Technical, Tab A: Technical Capability

Technical capability will be evaluated and will be rated acceptable or unacceptable. The Government will evaluate the Quoters technical capability to satisfy requirements of the SOW and Authorized Reseller certification.

Volume I, Factor 2 - Technical, Tab B: Past Performance

Past performance will be evaluated and will be rated acceptable or unacceptable. The Government will evaluate up to three (3) examples of past performance based on recent and relevant performance. The Government may contact past performance clients. Past performance reports may be reviewed for corporate experience examples. Past performance data may be retrieved from the Contractor Performance Assessment Review System (CPARS) and Federal Awardee Performance and Integrity Information System (FAPPIS). Quoters that do not have past performance references will not be rated negatively, rather Quoters will receive a neutral rating. Negative CPARS data and negative client feedback will be considered and may result in an unacceptable rating.

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Volume I, Factor 3 - Technical, Tab C - Assumptions, Exceptions and Dependencies Assumptions, Exceptions, and Dependencies will be rated acceptable or unacceptable. The Government will evaluate the assumptions, exceptions and dependencies and determine the impact to the requirement.

Volume II, Factor 4 – Price Quote

It is anticipated that pricing and award of this acquisition will be based on adequate price competition. The Government will establish a total evaluated price which is inclusive of all CLINS based on a completed **Attachment 2 – Price Template** for the exact products and quantities.

The total evaluated price for the CLINS will be evaluated to determine fair and reasonableness through comparison with other quoted prices and may include other price analysis techniques. Price volumes failing to meet or comply with price proposal instructions may be deemed noncompliant. The Government is seeking discounts from your NASA SEWP schedule. Discounts are strongly encouraged.