



<b>ORDER FOR SUPPLIES OR SERVICES</b>						PAGE 1 OF 93		
1. CONTRACT/PURCH ORDER/ AGREEMENT NO N0003918A0003		2. DELIVERY ORDER/ CALL NO		3. DATE OF ORDER/CALL 2018 Sep 26		4. REQ / PURCH REQUEST NO	5. PRIORITY	
6. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127			CODE N00039	7. ADMINISTERED BY DCMA MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY VA 20151			CODE S2404A	8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER  (See Schedule if other)
9. CONTRACTOR CSRA LLC ART SCHRUBB 3170 FAIRVIEW PARK DR FALLS CHURCH VA 22042-4516			CODE 7C146	FACILITY	10. DELIVER TO FOB POINT BY (Date) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
					12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	
14. SHIP TO  <b>SEE SCHEDULE</b>			CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt agency or in accordance with and subject to terms and conditions of above numbered contract						
	PURCHASE	Reference your quote dated Furnish the following on terms specified herein REF:						
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE								
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	<b>SEE SCHEDULE</b>							
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA TEL: 619-524-7148 EMAIL: mary.ohara@navy.mil BY: MARY OHARA			(b)(6)		25. TOTAL	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO.	28. DO VOUCHER NO.	30. INITIALS	29. DIFFERENCES			
DATE SIGNATURE OF AUTHORIZED GOVT. REP.		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR				
36. I certify this account is correct and proper for payment.		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER				
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER				35. BILL OF LADING NO.				
37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.			

Section A - Solicitation/Contract Form

**SOLICITATION / CONTRACT FORM**

Delivery shall be performed in accordance with the terms of Agreement Holder's and Teaming Partners' GSA SCHEDULE 70 CONTRACT(S) and the terms of this Blanket Purchase Agreement (BPA), also referred to as Agreement. The terms of this BPA are in addition to those provided in the underlying Multiple Award Schedule (MAS) contract. Improved warranty terms, delivery times, and additional clauses are used to bring performance into compliance with DoD and Navy terms and conditions.

**GENERAL INFORMATION**

**A-1.** This requirement provides for the delivery of Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) as described in the Attachment No. 1, Performance Work Schedule (PWS). The Contractor shall perform in accordance with all terms, conditions, and provisions of its MAS contract unless stated in this Request for Quote (RFQ) and the resultant Agreement.

**A-2.** The services required, as described in the PWS attached hereto as Attachment No. 1, include Electronic and Information Technology (EIT) and therefore Section 508 Accessibility Standards located at 36 CFR Part 1194 are applicable. The Agreement holder represents that the awarded services are Section 508 compliant.

**A-3.** The Agreement holders is advised that award of task orders resulting from this forthcoming Agreement are contingent upon appropriate approvals to proceed with the task order award. No legal liability on the part of the Government for any payment may arise until a task order is awarded by the Task Order (TO) Contracting Officer.

**A-4.** The Government's obligation under any individual task orders is contingent upon the availability of appropriated funds from which payment for task orders can be made. (See FAR 52.232-18, Availability of Funds). No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for individual task orders and until the Contractor receives notice of such availability, to be confirmed in writing by the TO Contracting Officer. The Quoter's decision to submit a quote is at their risk. The Government has no obligation to compensate the Quoters for the cost of quote development.

**A-5.** Work performed under this Agreement constitutes professional, non-personal services.

Section B - Supplies or Services and Prices

Section B - Supplies or Services and Prices

**B-1. Task Order CLIN Structure**

It is expected that task order will follow the following CLIN Structure:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 FFP		1	Lot		
	IaaS  Cloud Hosting Services for IaaS Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 FFP		1	Lot		
	PaaS  Cloud Hosting Services for PaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 FFP		1	Lot		
	SaaS  Cloud Hosting Services for SaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 FFP					
	Professional Engineering Services				
	Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0005 T&M					
	Professional Engineering Services				
	Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0006 LH					
	Professional Engineering Services				
	Ref. PWS, Attachment 1. FOB: Destination				
					CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 FFP					
	ODC Travel				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0008 T&M					
	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 FFP					
	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, and Software Maintenance in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0010 T&M					
	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, Software Maintenance, and Items Acquired from Government Sources of Supply in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 FFP					
	CDRLs at the Task Order Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 FFP					
	CDRLs at the Agreement Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 FFP					
	Close Out  Close Out - Per Application off-boarding and end of TO performance period FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 FFP		1	Lot		
OPTION	IaaS  Cloud Hosting Services for IaaS Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 FFP		1	Lot		
OPTION	PaaS  Cloud Hosting Services for PaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 FFP		1	Lot		
OPTION	SaaS  Cloud Hosting Services for SaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 FFP					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
1005 T&M					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
1006 LH					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 FFP					
OPTION	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
1008 T&M					
OPTION	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 FFP					
OPTION	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, and Software Maintenance in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
1010 T&M					
OPTION	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, and Software Maintenance in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 FFP					NSP
OPTION	CDRLs at the Task Order Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 FFP					
OPTION	CDRLs at the Agreement Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013 FFP					
OPTION	Close Out  Close Out - Per Application off-boarding and end of TO performance period FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 FFP		1	Lot		
OPTION	IaaS  Cloud Hosting Services for IaaS Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 FFP		1	Lot		
OPTION	PaaS  Cloud Hosting Services for PaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 FFP		1	Lot		
OPTION	SaaS  Cloud Hosting Services for SaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 FFP					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
2005 T&M					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
2006 LH					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 FFP					
OPTION	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
2008 T&M					
OPTION	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 FFP					
OPTION	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, and Software Maintenance in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
2010 T&M					
OPTION	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, Software Maintenance, and Items Acquired from Government Sources of Supply in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 FFP					NSP
OPTION	CDRLs at the Task Order Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012 FFP					
OPTION	CDRLs at the Agreement Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013 FFP					
OPTION	Close Out  Close Out - Per Application off-boarding and end of TO performance period FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 FFP		1	Lot		
OPTION	IaaS  Cloud Hosting Services for IaaS Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 FFP		1	Lot		
OPTION	PaaS  Cloud Hosting Services for PaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 FFP		1	Lot		
OPTION	SaaS  Cloud Hosting Services for SaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 FFP					
OPTION	Professional Engineering Services				
	Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
3005 T&M					
OPTION	Professional Engineering Services				
	Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
3006 LH					
OPTION	Professional Engineering Services				
	Ref. PWS, Attachment 1. FOB: Destination				
	CEILING PRICE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 FFP					
OPTION	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
3008 T&M					
OPTION	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 FFP					
OPTION	ODC Material  ODC Materials-Hardware, non-DoD ESI Software, and Software Maintenance in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
3010 T&M					
OPTION	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, and Software Maintenance in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011 FFP					NSP
OPTION	CDRLs at the Task Order Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012 FFP					
OPTION	CDRLs at the Agreement Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013 FFP					
OPTION	Close Out  Close Out - Per Application off-boarding and end of TO performance period FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 FFP		1	Lot		
OPTION	IaaS  Cloud Hosting Services for IaaS Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 FFP		1	Lot		
OPTION	PaaS  Cloud Hosting Services for PaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 FFP		1	Lot		
OPTION	SaaS  Cloud Hosting Services for SaaS at Impact Levels 2, 4, and 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 FFP					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
4005 T&M					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
4006 LH					
OPTION	Professional Engineering Services  Ref. PWS, Attachment 1. FOB: Destination				
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 FFP					
OPTION	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
4008 T&M					
OPTION	ODC Travel FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 FFP					
OPTION	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, and Software Maintenance in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
4010 T&M					
OPTION	ODC Materials  ODC Materials-Hardware, non-DoD ESI Software, and Software Maintenance in support of all CLINs FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011 FFP					NSP
OPTION	CDRLs at the Task Order Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012 FFP					
OPTION	CDRLs at the Agreement Level FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013 FFP					
OPTION	Close Out  Close Out - Per Application off-boarding and end of TO performance period FOB: Destination				

**B-2 OPTION EXTENSION COSTS**

In the event the Government exercises its rights to extend the Agreement by up to six additional months pursuant to the clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its price shall be at the rates specified for the period that is being extended. The Firm-Fixed-Price (FFP) Contract Line Item Numbers (CLINs) shall be extended at the prorated price established for that preceding period. For example, if the extension period is 6-months, the FFP CLIN will add a quantity of 6 months and be priced at one half of the annual 1 lot amount contracted for each CLIN (or as otherwise negotiated). Similarly, in the event that the extension of services is for less than the 6-months permitted by the clause at FAR 52.217-8, the value of the extension will be prorated using the price established for the preceding period using 1/12<sup>th</sup> of the price for each month of extension (unless otherwise negotiated).

**B-3 ADDITIONAL CLINs**

Additional CLINs may be unilaterally created by the Ordering Contracting Officer to accommodate multiple types of funds and requirements necessitating separate contractor tracking, billing visibility, and reporting.

**B-4 COMMERCIAL PRICING**

Agreement Line Item Numbers (CLINs) allow for pricing of Task Orders (TOs) on a Firm-Fixed Price (FFP), Labor Hour, Time and Materials (T&M), or combination basis. Price proposals will be requested and CLINs will be established at the TO level based on the requirements needed.

1. The Quoter’s commercial pricing, procedures, and discounting/mark up practices, which serve as the basis of the awarded Agreement, are incorporated into the Agreement. This pricing will be considered the ceiling pricing for services delivered over the life of the Agreement. Labor rates and discount/mark up percentages for cloud services may not decrease (or markup percentages may not increase) unless revised by a written modification issued by the Agreement PCO in accordance with the terms set forth herein. The listing of approved services / Product Attribute List and pricing for ordering under the Agreement shall be maintained by the Agreement holder, and updated by the Agreement holder upon PCO approval of service revisions. The PCO approved Product Attribute File and approval document shall be posted by the Agreement holder to their web site within 5 calendar days of receipt of PCO approval.
2. For orders placed using the pay per service/utility based model, the Government's obligation for payment is limited to the actual price of services consumed (utility based model). The Government’s obligation for payment for Cloud hosting services CLIN X001 through X003 are contracted on a consumption basis that use the discounted/marked up (where applicable) fixed prices from commercial price lists/rate card(s) and Terms Of Service made part of this Order, unless other terms are agreed upon for an individual task order.

Performance in excess of the amount funded and in excess of any ceiling price established for a Task Order SLIN or CLIN shall be at the Agreement holder's risk.

3. The proposed pricing upon which the Agreement is issued reflects pricing and discounting/mark up that is as good as or better than that offered to the general public or on contracts for similar services and quantities.
4. The proposed prices for each task order apply only to the individual task order. All prices/rates are subject to the Agreement ceiling aforementioned.
5. Pricing provided under the Agreement and Task Orders respond to DON's request, as presented here, that additional discounts be conferred by the Agreement holder and their teaming partners, for the Agreement and for each Task Order issued thereunder.

### **B-5 Commercial Service Improvements**

The Agreement holder shall ensure that commercial cloud services made available for ordering under the Agreement are refreshed on a continuing basis to reflect commercially available services and technologies which enable DON efficiency and cost savings to the extent that the items/services are available on the Contractor's Federal Supply Schedule 70 Contract, are within the DoD Accreditation Boundary, and within the scope of this Agreement. Accordingly, the DON may solicit, and the Agreement holder is encouraged to independently propose, improvements to the task areas, additional accredited service items and cloud service offerings, labor categories, to discontinue service items, or respond to customer requirements and terms of the Agreement. These improvements may be proposed to add labor categories; reduce or increase fixed labor rates for labor categories in the Labor Rates Table; provide for upgrades and advancements in service delivery, improve overall performance, or for any other purpose which presents an advantage to the DON, and shall comply with Federal laws and regulations. Proposals shall be prepared at no additional cost/price to the Government for changed services. Incidental items needed to fulfill task order requirements are to be acquired in accordance with FAR instructions, and need not be contained in the Agreement or Federal Supply Schedule Contract. In scope revisions will be considered for incorporation into the Agreement via modification. When refreshment follows a DON initiated request for a service item addition, the proposal shall be provided no later than 5 working days after the PCO's request.

As a minimum, the following information shall be submitted by the Agreement holder with each proposal:

1. A description of the difference between the existing requirement and the proposed change, and the comparative advantages and disadvantages of each;
2. Itemized requirements of the items that must be changed if the proposal is adopted, and the proposed revision to the Agreement for each such change;
3. A price proposal including the following: An estimate of the changes in performance and price, if any, that will result from adoption of the proposal; and an item-by-item summary of any commercial catalog or market pricing of the items including a reference and hyperlink to the source of the "commercial price" and GSA Schedule pricing (include GSA Schedule Number, with hyperlink to the Schedule), and effective date. Include an electronic version of the revised Labor Rates Table reflecting the change to facilitate the Agreement modification, as well as an updated Product Attribute (PA) file. Include a statement as detailed at B-5.
4. The PCO may accept any proposal submitted pursuant to this clause by issuance of a modification to this Agreement. Unless and until a modification is executed to incorporate a proposal under this Agreement, the Agreement holder shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing Agreement. Changes made to the Agreement do not affect task orders issued prior to the Agreement change, unless stated in the modification issued by the PCO.

## **B-6 PRODUCT OR SERVICE ADDITIONS OVER THE LIFE OF THE AGREEMENT**

The Agreement holder is to provide data related to prior sales (or “offered for sale”) in support of the Contracting Officer’s price reasonableness determination. Evidence of prior non-government sales data, or evidence of the fact that the item was sold, leased, licensed, or offered for sale (either the specific product or service or the product or service from which the item evolved) is to be provided when requested by the Contracting Officer.

Requests for addition of new subcontractors or service offerings are subject to the Subcontracts clause, FAR 52.244-2, of the Agreement.

For Government or Agreement holder initiated requests for new or revised services to be made available for ordering on the Agreement, the quote submitted for the new service item / offering addition or revision shall state that:

- a) The requested service additions are Commercial in that they are of a type customarily used by the general public or by non-governmental entities for other than governmental purposes, and have been sold, leased, or licensed to the general public, have been offered for sale, lease, or license to the general public, or have evolved or been modified from such products or services,
- b) Are on the Agreement Holder’s or Teaming Partner’s GSA FSS 70 Contract SINs (132-40, 132-51, 132-45A, 132-45B, 132-45C, 132-45D, 132-8, 132-32, 132-33, 132-34, and 132-50) and authorized for acquisition under the scope and terms of the Agreement placed,
- c) Have received approval for provision under the CSP’s DoD Provisional Authorization to Operate for the CSO(s) being delivered under the Agreement,
- d) Contracted unit price ceiling (using the current catalog unit price) and discounting practice (as described in the Agreement) applies to the products or services to be added,
- e) The Government’s request for additional discounts has been considered and is reflected in the pricing offered under the Agreement (further price discounts may be offered on an individual task order basis), and
- f) The Agreement pricing for the product or service to be added is as good as or better than that made available to the general public for similar size and scope requirements.

## **B-7 LABOR RATES TABLES**

1. The labor rates proposed for each of the labor categories are fully burdened fixed ceiling rates. Contractor may propose lower fully loaded rates at the task order level.
2. At the request of either the Contractor or the Government, the Contractor may, throughout the life of the Agreement, propose additional in scope labor categories, rates, and descriptions. These additional categories, rates, and descriptions for the Agreement will be negotiated on a case-by-case basis in accordance with the terms provided herein. The additional categories, rates, and descriptions proposed will be incorporated into this Agreement upon determination by the Government BPA PCO that they are fair and reasonable.

**B-8** The cost of meeting all security requirements shall be incorporated into the offered price. Maintenance of FedRAMP and DoD PA are considered to be a cost of doing business and shall not be billed directly to task orders under this BPA

**B-9 Estimated CLIN Totals By Year**

The ceiling/amount of the Agreement is \$95,844,276.00. The Chart represents the Government’s estimated amounts for Base and Option years. The Government reserves the right to make unilateral changes between CLINs and between Option years to enable fulfillment of DON user requirements.

CLIN		Base	OY1	OY2	OY3	OY4	Totals
0001	IaaS						
0002	PaaS						
0003	SaaS						
0013	Close Out	\$ 15,294,000.00	\$ 11,725,800.00	\$ 11,955,920.00	\$ 13,511,975.00	\$ 14,863,173.00	\$ 67,350,868.00
0004							
0005							
0006	Professional Engineering Services	\$ 6,515,720.00	\$ 5,400,908.00	\$ 6,023,951.00	\$ 3,439,458.00	\$ 2,785,771.00	\$ 24,165,808.00
0007							
0008							
0009	ODC - Travel						
0010	ODC - Materials	\$ 686,900.00	\$ 1,090,175.00	\$ 730,175.00	\$ 1,090,175.00	\$ 730,175.00	\$ 4,327,600.00
0011							
0012	CDRLs	No Cost					
	<b>Total BPA Amount(s)*</b>	<b>\$ 22,496,620.00</b>	<b>\$ 18,216,883.00</b>	<b>\$ 18,710,045.00</b>	<b>\$ 18,041,609.00</b>	<b>\$ 18,379,119.00</b>	<b>\$ 95,844,276.00</b>

\*The total amounts excludes any six month option if exercised.

**B-10 Time & Material/ Labor Hour Contract Types**

This Agreement has been constructed to permit use of T&M and Labor Hour contract types on individual task orders, where it is not possible at the time of placing the Task Order to accurately estimate the time or duration or to anticipate cost to any reasonable certainty. Firm-fixed-priced shall be used in preference to T&M/LH approaches where possible. All requirements of FAR 8.404(h) and 16.6, DFARS 216.6, and associated policy shall be strictly complied with when placing T&M/LH orders and when exercising their options.

**B-11 Order Limitations**

The following maximum order limitations are derived from the GSA FSS 70 terms (52.216-9 Order Limitations (Oct 1995) (Deviation II-Feb 2007)) and are presented to facilitate Task Order placement.

(b) Maximum order: The Contractor is not obligated to honor –

(1) Any order for a single item in excess of

- 132-8 \$500,000 per order
- 132-32 \$500,000 per order
- 132-33 \$500,000 per order
- 132-34 \$500,000 per order
- 132-40 \$500,000 per order
- 132-45A \$500,000 per order
- 132-45B \$500,000 per order
- 132-45C \$500,000 per order
- 132-45D \$500,000 per order
- 132-50 \$ 25,000 per order
- 132-51 \$500,000 per order

(2) Any order for a combination of items in excess of

- 132-8 \$500,000 per order
- 132-32 \$500,000 per order
- 132-33 \$500,000 per order

132-34 \$500,000 per order  
132-40 \$500,000 per order  
132-45A \$500,000 per order  
132-45B \$500,000 per order  
132-45C \$500,000 per order  
132-45D \$500,000 per order  
132-50 \$ 25,000 per order  
132-51 \$500,000 per order; or

(3) A series of orders from the same ordering office within 5 calendar days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

**B-12 Ordering Frequency**

There are no limitations on the frequency with which task orders may be placed under this BPA.

BPA Master Dollar Limit: \$95,844,276.00

BPA Call Limit: \$500,000.00

Period of Performance: 26-Sep-2018 to 25-Sep-2023

PSC Codes:

D305

## Section C - Descriptions and Specifications

### DESCRIPTIONS/SPECIFICATIONS

The Contractor shall deliver services and supplies under this Agreement in accordance with the requirements of this Section C.

#### **C-1 SPECIFICATIONS/STATEMENT OF WORK**

Work under this Agreement shall be performed in accordance with Attachment No. 1, Performance Work Statement (PWS) and Exhibit A, Contract Data Requirements List (CDRL), at the basic Agreement level and at the task order level. As a result, the Government has established a CDRL CLIN to be used as needed at the Task Order (TO) level.

#### **C-2 QUALITY ASSURANCE SURVEILLANCE PLAN**

Unless otherwise detailed in the Agreement or task orders issued thereunder, the Government will rely on the Contractor's existing quality assurance systems as a substitute for Government inspection and testing before tender for acceptance unless customary market practices for commercial items being acquired include in-process inspection. Any in-process inspection by the Government shall be conducted in a manner consistent with commercial practice. (FAR 12.208)

#### **C-3 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES**

- (a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.
- (b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
  - (1) Routine inspection of contractor occupied work spaces.
  - (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
  - (3) Random inspections of personnel possessions on entry or exit from the installation.
- (c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession, or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (d) Trafficking in illegal drug and drug paraphernalia by contractor employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- (e) The Contractor is responsible for the conduct of employees performing work under this Agreement and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery, or other provisions of this Agreement.

### C-TXT-03 WORKWEEK Alternate I

(a) A portion of the effort under this contract will be performed on a Government installation as described in individual task orders. The normal workweek for Government employees will be presented in the task order, as applicable. Work at this Government installation shall be performed by the Contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website: <http://www.rapidgate.com/>.

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location) during an exercise when government facilities are inaccessible.

(End of text)

**C-TXT-06 LIABILITY INSURANCE--FIXED PRICE CONTRACTS**

(a) The following types of insurance are required in accordance with the FAR 52.228-5 Insurance--Work on a Government Installation clause and shall be maintained in the minimum amounts shown:

(1) Workers' compensation and employers' liability: minimum of \$100,000

(2) Comprehensive general liability: \$500,000 per occurrence

(3) Automobile liability: \$200,000 per person  
\$500,000 per occurrence  
\$ 20,000 per occurrence for property damage

(b) Upon notification of Agreement award, the Contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 "Insurance--Work on a Government Installation" clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of text)

Section D - Packaging and Marking

**D-1 PACKING AND MARKING**

Specific Packing and Marking terms and conditions shall be incorporated in individual Task/Delivery Orders. All deliverables shall be packaged and marked IAW commercial best practices unless otherwise stated.

Section E - Inspection and Acceptance

SECTION E

INSPECTION AND ACCEPTANCE

**E-1. INSPECTION AND ACCEPTANCE—DESTINATION:** The Contractor shall perform the effort required under this Agreement in accordance with the requirements of Section E.

Inspection and acceptance for requirements of the Agreement as well as any task order issued thereunder shall be IAW FAR 52.246-4 Inspection of Services-Fixed-Price (August 1996), for any supply items IAW FAR 52.246-2 Inspection of Supplies – Fixed Price (August 1996), or for time and material items IAW FAR 52.246-6 Inspection--Time-And-Material And Labor-Hour (May 2001) - Alternate I (April 1984) unless other requirements are specifically called out in a task order to be applicable to the contracted task. All of these clauses are included in the underlying Schedule 70 MAS contract. The terms of the underlying GSA Schedule and any additional requirements stated in the task order will be applicable to task orders placed.

**E-2. CDRL Acceptance for Agreement CDRLs** shall be conducted by the Agreement COR, by e-mail, in accordance with the instructions provided in the CDRL Exhibits. Acceptance of individual Task Orders CDRLs will be accomplished in accordance with terms of the Agreement and individual task orders.

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

**F-1. PERIOD OF PERFORMANCE**

The term for the Base period and each Option (1-4) is 12-months, respectively.

The above period(s) of performance for the option(s) to extend the term of the Agreement shall apply only if the Government exercises the option(s) in the basic Agreement, in accordance with contract clause at FAR 52.217-9 Option to Extend the Term of the Contract (March 2000) of the MAS and this Agreement.

Any option CLIN period of performance which extends past the current period of performance of the MAS contract is only valid to the extent that the Option periods of performance are exercised. However, FAR Clause 52.216-22 Indefinite Quantity (OCT 1995), as written in the underlying MAS contract, shall be applicable. Any task orders issued during the effective period of this Agreement and not completed within the period shall be completed by the Contractor within the time specified in the task order. The Agreement shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the tasks were completed during the Agreement's effective period; provided, that the Contractor shall not be required to make/perform any deliveries/services under this Agreement after 12 months from the Agreement expiration date.

Services to be performed hereunder shall be provided at the Contractor's facility and the sites identified in individual task orders. Government anticipates requirements for CONUS, OCONUS, and outlying areas which will be fulfilled in accordance with Agreement holder's FSS Schedule contract. Ordering activities are responsible for specifying any geographic requirements and engaging with the Agreement holder to determine that the cloud services quoted have the capabilities to meet geographic requirements.

The period of performance for the following CLINs are estimated as follow:

**BASE PERIOD:**

NOTICE TO PROCEED (NTP) is authorized at the time of BPA placement.

- CLIN 0001 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0002 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0003 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0004 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0005 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0006 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0007 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0008 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0009 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0010 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0011 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0012 Notice to Proceed (NTP) Date through 12 months of performance
- CLIN 0013 Notice to Proceed (NTP) Date through 12 months of performance

**OPTION 1 PERIOD:**

CLIN 1001 Month 13 through 12 months of performance  
CLIN 1002 Month 13 through 12 months of performance  
CLIN 1003 Month 13 through 12 months of performance  
CLIN 1004 Month 13 through 12 months of performance  
CLIN 1005 Month 13 through 12 months of performance  
CLIN 1006 Month 13 through 12 months of performance  
CLIN 1007 Month 13 through 12 months of performance  
CLIN 1008 Month 13 through 12 months of performance  
CLIN 1009 Month 13 through 12 months of performance  
CLIN 1010 Month 13 through 12 months of performance  
CLIN 1011 Month 13 through 12 months of performance  
CLIN 1012 Month 13 through 12 months of performance  
CLIN 1013 Month 13 through 12 months of performance

**OPTION 2 PERIOD:**

CLIN 2001 Month 25 through 12 months of performance  
CLIN 2002 Month 25 through 12 months of performance  
CLIN 2003 Month 25 through 12 months of performance  
CLIN 2004 Month 25 through 12 months of performance  
CLIN 2005 Month 25 through 12 months of performance  
CLIN 2006 Month 25 through 12 months of performance  
CLIN 2007 Month 25 through 12 months of performance  
CLIN 2008 Month 25 through 12 months of performance  
CLIN 2009 Month 25 through 12 months of performance  
CLIN 2010 Month 25 through 12 months of performance  
CLIN 2011 Month 25 through 12 months of performance  
CLIN 2012 Month 25 through 12 months of performance  
CLIN 2013 Month 25 through 12 months of performance

**OPTION 3 PERIOD:**

CLIN 3001 Month 37 through 12 months of performance  
CLIN 3002 Month 37 through 12 months of performance  
CLIN 3003 Month 37 through 12 months of performance  
CLIN 3004 Month 37 through 12 months of performance  
CLIN 3005 Month 37 through 12 months of performance  
CLIN 3006 Month 37 through 12 months of performance  
CLIN 3007 Month 37 through 12 months of performance  
CLIN 3008 Month 37 through 12 months of performance  
CLIN 3009 Month 37 through 12 months of performance  
CLIN 3010 Month 37 through 12 months of performance  
CLIN 3011 Month 37 through 12 months of performance  
CLIN 3012 Month 37 through 12 months of performance  
CLIN 3013 Month 37 through 12 months of performance

**OPTION 4 PERIOD:**

CLIN 4001 Month 49 through 12 months of performance

CLIN 4002 Month 49 through 12 months of performance  
 CLIN 4003 Month 49 through 12 months of performance  
 CLIN 4004 Month 49 through 12 months of performance  
 CLIN 4005 Month 49 through 12 months of performance  
 CLIN 4006 Month 49 through 12 months of performance  
 CLIN 4007 Month 49 through 12 months of performance  
 CLIN 4008 Month 49 through 12 months of performance  
 CLIN 4009 Month 49 through 12 months of performance  
 CLIN 4010 Month 49 through 12 months of performance  
 CLIN 4011 Month 49 through 12 months of performance  
 CLIN 4012 Month 49 through 12 months of performance  
 CLIN 4013 Month 49 through 12 months of performance

If the performance under the Agreement is delayed or suspended, the Government reserves the right in its discretion to exercise an option to extend the contract term for an additional period commensurate with the delay or suspension.

The above period(s) of performance for the option(s) to extend the term of the Order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the clause FAR 52.217-9 Option to Extend the Term of the Contract. The period of performance may also be extended not to exceed 6 months in accordance with the clause at FAR 52.217-8 Option to Extend Services (Nov 1999). Furthermore, exercise of the task order option periods will be subject to Availability of Funds and any required Information Technology approvals for each Option, and authorized for exercise in accordance with DoD Policy.

**F-2 Notice To Proceed is Authorized at the time of BPA Placement**

The Contractor shall take no actions on this Agreement, or incur any costs, without the Agreement Contracting Officer's official written notice to proceed. It is anticipated that this notice to proceed will generally be issued within 30 days after award notice. The performance of this Agreement shall begin as specified in the notice to proceed.

**F-3 Place of Performance**

The place of performance and /or delivery for all items will be cited under individual TOs issued under this Agreement.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CONTRACT ADMINISTRATION DATA

**G-1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

- (a) The Contracting Officer will appoint a Contracting Officer's Representative(s) (COR) for this Agreement:

Name: Steve Foster  
Address: 4301 Pacific Highway, San Diego, CA 92110  
Phone: (619) 221-4531  
E-Mail: [steven.foster@navy.mil](mailto:steven.foster@navy.mil)

- (b) Ordering Contracting Officers will appoint a COR to serve at the individual task order level as required.
- (c) It is emphasized that only the Contracting Officer has the authority to modify the terms of the Agreement or any orders issued under it, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the Agreement between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the Agreement is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) has issued a contractual change.

**G-2 OMBUDSMAN**

Name: CDR Gil Penserga  
Code: 20000  
Address: 4301 Pacific Highway, San Diego, CA 92110  
Phone: (619) 524-7598  
E-Mail: [gilberto.penserga@navy.mil](mailto:gilberto.penserga@navy.mil)

### **G-3 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM**

Contractor Performance Assessment Reports (CPARs) are required in the Information Technology or Services sectors for actions valued at \$1M or above. The Task Order (TO) Ordering Contracting Officer (OCO) or his/her designated representative, shall complete these evaluations for each TO as detailed in G-7(3).

(a) Past performance information will be collected and maintained for task orders issued using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After task order award, the Contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after Agreement award, the Contractor shall provide in writing (or via e-mail) to the Contracting Officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the Agreement. If, during the life of this Agreement, these company individual(s) are replaced by the Contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the Contracting Officer within 60 days of the replacement.

### **G-4 INVOICING**

There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice. Invoices shall be consolidated for the prime and for all the subcontractors for all work conducted in the prior period, and shall reflect the same period of performance for the invoice submitted in WAWF.

Payment no more frequently than monthly shall be made for services delivered that conform to the terms of the contract, however, shall not exceed the amount funded by the applicable CLIN. Partial Payment is authorized for CLINs structured as "1 lot" and payable on the basis of actual services consumed. Actual services consumed by the TO customer (activity that issued the task order) shall be detailed in the invoice supporting documentation according to the terms contracted, and will be verified by the COR as part of the acceptance process.

### **G-5 Post-Award Conference**

The Contractor agrees to attend a Post-Award Conference convened by the contracting activity following Agreement placement, in accordance with Federal Acquisition Regulation Subpart 42.5. Requirements for post-award conferences to be conducted in support of task orders issued will be detailed in individual task orders.

### **G-6 Start-up Period**

The Agreement start-up period is 30 calendar days commencing upon Government issuance of notice to proceed. The Contractor, at the conclusion of the 30 calendar day period, following issuance of the notice to proceed, shall accept orders. During the start-up period the Contractor shall:

- (1) Develop an ordering guide and an Agreement holder run website to contain Agreement level documents which facilitate requirements development and order placement. The website content and structure and Ordering Guide shall be provided to the Government COR for review;
- (2) Secure required personnel;
- (3) Post the Agreement, with labor categories and approved service items, cloud service offerings, and pricing, discounting/mark up policy, and supporting GSA Schedule terms and conditions to the Contractor's web site;

- (4) Provide sample copies of required report formats to the COR for review and approval (See Section G-7, Agreement Management);
- (5) Provide a complete list of the Program Management team, including names, positions, phone numbers, and email addresses; and
- (6) Provide Project Manager, Deputy Project Manager, Government Contracting and COR points of contact information including phone numbers, email addresses, mailing addresses, Agreement holder website URL for Cloud 3.0 for Agreement COR approval and subsequent Agreement holder posting to their website.

### **G-7 Agreement Management**

(a) Agreement Management. The Contractor shall maintain a status review process for planning and controlling the activities necessary to meet the requirements of this Agreement.

(b) Meetings and Conferences. During the life of the Agreement, periodic meetings will be held at both Contractor and Government sites. Contractor shall attend the meetings in order to review program status, assess Contractor performance, refine current processes, and plan future actions. *Contractor awardees must have presence in these meetings.* Participation in meetings and conferences shall be at no additional cost to the Government.

(c) Agreement Management Reports. All Agreement management deliverables shall be delivered to the COR for review and comment or approval, and to other listed addressees. The Contractor shall submit reports as indicated below. All reports shall be submitted electronically to the COR. Contract management input and reports shall be provided at no additional charge to the Government. A report for “no activity” is required via email message. All reports are to be provided in the layout and format specified in the CDRL. The Government intends to move all reports to an XML format during the life of the Agreement. The Contractor, when instructed by the Government, will provide all reports in XML format, at no additional cost.

(1) Order Summarization Report. The Contractor shall provide a monthly report in accordance with A002 of the Agreement level CDRL. Reporting shall include all transactions from Agreement inception up to CDRL submission. The data reported shall be maintained current and reflect issuance of modifications to the individual orders.

(2) Monthly Agreement Status Report (MASR). The Contractor shall provide a MASR to the Agreement COR monthly as described in CDRL A001 of the Agreement. The report shall include a brief summary of significant activities, problems, and developments occurring during the reporting period, as well as progress made to resolve the previously reported problems. It provides an activity summary by order number.

(3) Evaluation of Contractor’s Task Order Performance. At Task Order completion or renewal, the Contractor shall submit a request for a performance evaluation to the Order Contracting Officer’s Representative (OCOR) or his/her designated representative. The (OCOR) or his/her designated representative, shall complete these evaluations for each task order, regardless of dollar value, within 30 days of completion. Performance evaluations shall also be completed annually for orders that have a performance period in excess of one year. Annual performance evaluation shall be completed within 30 days of task order renewal. Performance evaluations may also be done as otherwise considered necessary throughout the duration of the order (but generally no more than quarterly).

The performance evaluation template will be located on the Cloud 3.0 website maintained by the Contractor. The Cloud 3.0 Task Order COR will provide the Contractor with a summary of all performance reviews for comment as part of the Task Order Review meeting.

(4) Online Catalog Information. The Contractor shall provide a product attribute file at Agreement startup, and updated as required during the life of the Agreement.

(5) Additional deliverables shall be provided as required in individual orders.

### **G-8 Agreement Administration**

(a) Notwithstanding the Contractor's responsibility for total management during the performance of this Agreement, the administration of the Agreement requires maximum coordination between the Government and the Contractor. The following provides the roles and their respective authority during the performance of the Agreement:

(1) Procuring Contracting Officer (PCO). The PCO is the only person authorized to direct changes in any of the requirements under this Agreement, and, notwithstanding any provisions contained elsewhere in this Agreement, said authority remains solely in the PCO. In the event the Contractor affects any such change at the direction of any person other than the PCO, the change will be considered to have been made without authority and solely at the risk of the Contractor.

All Agreement administration will be affected by the PCO. Communications pertaining to the Agreement administrative matters shall be addressed to the PCO. No changes in or deviation from the terms and conditions shall be affected without a written modification to the Agreement executed by the PCO authorizing such changes.

(2) Contracting Officer's Representative (COR). The PCO shall designate an Agreement level CORs during the term of this Agreement consistent with DFARS clause 252.201-7000 Contracting Officer's Representative (Dec 1991). The COR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems.

(3) Task Order Contracting Officers (TO OCO) also known as Ordering Contracting Officers (OCO). OCOs within the Department of the Navy are authorized to place orders within the terms of this Agreement and within the extent of their authority. They are not authorized to make changes to the Agreement terms. OCO authority is limited to the individual task orders.

(4) Task Order Contracting Officer's Representative (TO COR). The TO OCO may designate individuals to act as TO COR under any resultant task order. TO CORs may provide technical guidance in direction of the work, but they will not be authorized to change any of the terms and conditions of the Agreement or task order. TO CORs will be designated by a letter of appointment from the TO OCO.

(5) Agreement holder. The Agreement holder shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the Agreement's Contracting Officer or Agreement COR acting within the limits of his or her authority. Similarly, the Contractor awarded a task order, shall accept instructions pertaining to the task order only from the TO KO, or the TO COR acting within the limits of his or her authority.

The Contractor shall not in any way represent that it is a part of the U. S. Government or that it has the authority to contract or procure supplies for the account of the United States of America.

### **G-9 Ordering**

(a) Ordering will be decentralized. Ordering under the Agreement is authorized to meet the needs of the Department of Navy. Task Orders may be placed by any DON Contracting Officer.

(b) Any request for deviation from the terms of this Agreement must be submitted to the Procuring Contracting Officer.

(c) All orders issued under this Agreement are subject to the terms and conditions of this Agreement. The Agreement takes precedence in the event of conflict with any order.

(d) All services under this Agreement will be ordered by issuance of written task orders in accordance with FAR 8.404 Use of Federal Supply Schedules.

(e) The TO OCO will initiate the task order process by the issuing a Task Order Request (TOR).

- (f) The Contractor shall respond to all TORs within the proposal submission date, as specified in the TOR submittal instructions.
- (g) The Contractor is required to submit a response to all TORs. If unable to perform a requirement, the Contractor shall submit a “no bid” reply in response to the TOR and include a brief statement as to why they are unable to perform, e.g., conflict of interest.
- (h) The Contractor is responsible for all bid and proposal costs incurred in performance of the Agreement.
- (i) Performance under orders shall commence only after receipt of an executed written order issued by the TO OCO. If verbal direction is given, written confirmation will be provided within five working days of the verbal order. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders.
- (j) The TO OCO reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved.

**G-10. FUNDING:** Notification requirements in accordance with the Limitation of Funds, Limitation of Costs, Payments under Time-and-Materials and Labor-Hour Contracts, or other clauses will be established in the individual task order. Performance in excess of the amount funded on a Task Order CLIN and/or SLIN shall be at the Contractor's risk.

**G-11. RESERVE INSTANCES AND OTHER SERVICES REQUIRING PRE-PAYMENT**

If a Cloud Commercial Service Provider (CCSP) provides a service that is determined by the Government to qualify as a supply item (i.e. an Exception to the Prohibition on the Advance Payment of Services) payment shall be made at the time the service is provisioned to the customer and not contingent on actual use as described in G-4. Reserve instances, as an example, may be treated as a supply item for the purpose of billing and payment.

**G-12 REMITTANCE ADDRESS: (To be Cited on Individual Task Orders)**

NAME: \_\_\_\_\_  
ADDRESS: (b)(4)

\_\_\_\_\_  
Remittance POC: CSRA LLC

**G-TXT-07 PAYMENT INSTRUCTION (PGI 204.7108)**

The payment office shall allocate and record the amounts paid to the accounting classification citations in the Agreement using the table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort:

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method	Applicable CLINs
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.	
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.	
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.	

under Communication Service Contracts with Common Carriers						
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.	
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.	
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).	
52.232-32, Performance-Based Payments	Performance- Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR	

					32.207(b)(2) and 32.1007(b)(2).	
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.	
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).						

(End of text)

G-TXT-07A PAYMENT INSTRUCTION LINK (PGI 204.7108)

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the linked table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort:

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_hm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions)

(End of text)

## Section H - Special Contract Requirements

### **H-1 Order of Precedence**

In the event of an inconsistency between the terms and conditions of this Agreement, resultant Task Orders (TOs), and Contractor TO proposals, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The Agreement;
- (b) The TOs, excluding the contractor TO proposals, and;
- (c) The contractor TO proposals.

### **H-2 Mandatory use of Contractor to Government Electronic Mail**

(a) Unless exempted by the Procuring Contracting Officer (PCO), communications after Agreement award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Classified Information. Return receipt will be used if a commercial application is available.

(b) The format for all communication shall be compatible with the following:

Microsoft Word 2000 (Not to exceed 20 pages or ½ megabyte).

Microsoft Excel 2000 (Not to exceed ½ megabyte).

Microsoft PowerPoint 2000 for presentation slides.

(c) Files larger than 2 megabytes must use alternate means of transmission. (Note: This includes both the text message and the attachment). Large files can be submitted in disk format and mailed with the Contracting Officer's approval.

(d) In addition to the PCO, a copy of all communications shall be provided to the Contract Specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters

Requests for Proposals under the contract

Price Issues (except contractor pricing data)

Approvals/Disapprovals by the Government

Technical Evaluations of Contract Items

Clarifications

Configuration Control

Drawings (not to exceed ½ megabyte)

Revised Shipping Instructions

Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the PCO's e-mail address and contain the PCO's signature block. The Agreement holder shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from the signature authority's e-mail address (see Section A, A.3).

(g) The Government reserves the right to upgrade to a more advanced commercial application at any time during the life of the Agreement.

### **H-3 Notice of Internet Posting of Awards**

It is the Government's intent to have the Agreement holder electronically post the Cloud 3.0 BPA and modifications, TOs issued under the BPA, and all TO modifications to their web site. This does not include Agreement holder or TO proposals or any other proprietary information provided by contractors relevant to performance of this BPA or TOs issued thereunder. Posting of the task order awards and modifications via the Internet is in the best interest of the Government as well as the Agreement holder. It will allow the Agreement holder and Task Order Contractor to direct future customers to the site to preview the types of jobs that have been accomplished under the Cloud 3.0 BPA. In addition, customers will be able to view labor categories and rates as they develop their requirements. Accordingly, the Agreement holder and Task Order Contractor shall provide any necessary redaction of award documents within 5 working days following execution to permit Government approval of the redacted documents for Agreement holder posting to their website.

#### **H-4 Release of News Information**

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this Agreement or task order issued thereunder shall be made without the prior written approval of the Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See also Section I, DFARS clause 252.204-7000 Disclosure of Information (Oct 2016).

#### **H-5 Work on a Government Installation.**

In performing work under this Agreement on a Government installation or in a Government building, the Contractor shall:

- (1) Obtain and maintain the minimum kinds and amounts of insurance specified in Section I Insurance clause and individual Task Orders (TOs).
- (2) Conform to the specific safety requirements established by this Agreement and individual TOs.
- (3) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this Agreement.
- (4) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this Agreement.
- (5) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

#### **H-6 Travel**

(a) Contractor personnel may be required to travel to support the requirements of this Agreement as stated in individual TOs. Long distance and local travel will be required in the Continental United States (CONUS). For those TOs requiring travel, the Contractor shall provide either a firm-fixed price travel or estimated travel requirements in their proposal, consistent with the task order requirements. The Contractor shall coordinate specific travel arrangements with the individual TO Contracting Officer Representative to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

(b) If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the Ordering Contracting Officer is required, prior to undertaking such travel. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs, and use best available coach air fares and economy rental car transportation where air and rental car transport is indicated.

#### **H-7 Government Property**

(a) Government-Furnished Equipment. Government-furnished equipment, data, or services shall be identified in individual TOs, as appropriate.

(b) Contractor Acquired Property. In the event the Contractor is required to purchase property in the performance of this Agreement, compliance with the procedures of FAR Part 45, Government Property, is required.

(c) Disposition of Government Property. Thirty (30) calendar days prior to the end of the TO period of performance, or upon termination of the TO, the Contractor shall furnish to the TO COR a complete inventory of all Government Property in its possession under the TO that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The TO COR will furnish disposition instructions on all listed property which was furnished or purchased under the TO.

(d) Risk of Loss. Responsibility and liability for Government property shall be in accordance with the terms of the GSA Schedule Contract, this Agreement, and the individual task order, and may be dependent upon the contract type for the work authorized (FAR 45.104). The Contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

#### **H-8 Continued Performance during Support of Crisis Situations, Contingency, or Exercise**

(a) Overview.

(1) The requirements of this Agreement have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the Contractor may be required to perform this Agreement during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below.

(2) The Contractor shall be responsible for performing all requirements of this Agreement and task orders issued thereunder, notwithstanding crisis situations, contingencies, or exercises, including but not limited to the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of Forces in the host nation. Failure by the Contractor to perform may subject the Contractor to a termination of this Agreement for cause. If a crisis situation, contingency, or exercise is determined, an equitable adjustment may be negotiated.

(3) Crisis situations and contingency operations shall be determined by the overseas theater Commander-in-Chief, or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

(4) Contractor personnel and dependents may be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for Contractor personnel and dependents should conditions warrant.

(5) In the event Contractor employees are deployed or hired into the area of operations in support of a crisis situation, contingency, or exercise, the following items and conditions will apply:

(b) Management.

(1) The Contractor shall ensure that all Contractor employees, including subcontractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD

civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

(2) The Contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. The Contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The TO Contracting Officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

(3) The Contractor shall take reasonable steps to ensure the professional conduct of its employees and subcontractors.

(4) The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant TO Contracting Officer or COR.

(5) The TO Contracting Officer may direct the Contractor, at the Contractor's expense, to remove or replace any Contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(c) Accounting for Personnel. As directed by the TO Contracting Officer or COR and based on instructions of the Theater Commander, the Contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, and Social Security number (SSN) or other official identity document number.

(d) Risk Assessment and Mitigation.

(1) The Contractor shall ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

(2) If a Contractor employee departs an area of operations without Contractor permission, the Contractor shall ensure continued performance in accordance with the terms and conditions of the Agreement. If the Contractor replaces an employee who departs without permission, the replacement is at Contractor expense and must be in place within five days or as directed by the Contracting Officer.

(3) The Contractor shall prepare plans for support of military operations as required by contract or as directed by the TO Contracting Officer.

(4) For badging and access purposes, the Contractor shall provide the TO Contracting Officer or COR a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

(5) As required by the operational situation, the Government will relocate Contractor personnel (who are citizens of the United States, alien residents in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(6) The Contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

(7) The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

(8) The Contractor shall designate a point of contact for all of its plans and operations and establish an operations center to plan and control the Contractor deployment process and resolve operational issues with the deployed force.

(e) Force Protection. While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

(f) Vehicle and Equipment Operation.

(1) The Contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the TO Contracting Officer or COR.

(3) The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

(4) The Contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

(g) On-Call Duty or Extended Hours.

(1) The Contractor shall be available to work “on-call” to perform mission essential tasks as directed by the TO Contracting Officer.

(2) The TO Contracting Officer or COR will identify the parameters of “on-call” duty.

(3) The Contractor shall be available to work extended hours to perform mission essential tasks as directed by the TO Contracting Officer.

(4) The KO may negotiate an equitable adjustment to the TO concerning extended hours, surges, and overtime requirements.

(h) Clothing and Equipment Issue. The Contractor shall ensure that Contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely affecting the Government’s tactical position in the field.

(i) Legal Assistance. The Contractor shall ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

(j) Medical

(1) The Contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(2) When applicable, the Government may provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

(3) Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(k) Passports, Visas and Customs.

(1) The Contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the TO Contracting Officer for Contractor employees.

(2) All Contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the United States upon re-entry.

(3) The TO Contracting Officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

(4) The Contractor shall register all personnel with the appropriate U.S. Embassy or Consulate.

(l) Living Under Field Conditions. If requested by the Contractor, the Government may provide to Contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations. If the above support is negotiated in the Agreement, at any level, the Government will receive consideration.

Morale, Welfare, and Recreation. The Government will provide to Contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

(m) Status of Forces Agreement.

(1) The TO Contracting Officer will inform the Contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

(2) The Contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, of any applicable SOFAs, and similar agreements.

(3) The Contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

(4) The Contractor shall be responsible for providing the Government with the required documentation to acquire invited Contractor or technical expert status, if required by SOFA.

(n) Tour of Duty/Hours of Work

(1) The TO Contracting Officer or COR will provide the Contractor with the anticipated duration of the deployment.

(2) The Contractor, at his/her own expense, may rotate Contractor employees into and out of the theater provided there is not degradation in mission. The Contractor shall coordinate personnel changes with the TO Contracting Officer.

(3) The TO Contracting Officer will provide the Contractor with the anticipated work schedule.

(4) The TO Contracting Officer or COR may modify the work schedule to ensure the Government's ability to continue to execute its mission.

(o) Health and Life Insurance. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act administered by the Department of Labor.

(p) Next of Kin Notification. Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

(q) Return Procedures.

(1) Upon notification of redeployment, the Contracting Officer will authorize Contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

(2) The Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractor's employees are returned to Government control upon completion of the deployment.

(3) The Contractor shall provide the TO Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

(r) Special Legal Considerations.

(1) Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000:

Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

(2) Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

### **H-9 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)**

The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this Agreement and task orders issued thereunder via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://www.ecmra.mil>. Reporting shall be in such a manner to enable Agreement and Task Order COR to review and verify the reported labor hours for the respective Agreement or task order to which the COR is assigned.

#### **H-10 Post-Award Identification And Assertion Of Restrictions On Technical Data Pertaining To A Commercial Item And Commercial Computer Software**

a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.

b. Post-Award Assertions. In addition to the pre-award assertions made in the Attachment pursuant to provision H-TXT-22, other assertions on technical data pertaining to a commercial item and commercial computer software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the TO contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the same table format for pre-award assertions found at provision K-TXT-01 and signed by an official authorized to contractually obligate the Contractor.

c. Licenses. The Contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software the Contractor proposes to deliver under this clause. The Government will review the licenses to ensure that the licenses terms are consistent with federal procurement law and meet the Government's end user needs.

d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Contractor proposes to deliver OSS while performing under the contract, the Contractor shall follow the same rules as prescribed in provision H-TXT-22 as for commercial computer software. Additionally, if the Contractor proposes to use, but not deliver, commercial computer software (including OSS), the Contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

#### **H-11 ON-RAMPING**

If additional COMMERCIAL CLOUD SERVICE PROVIDERSs (CCSPs) are determined to a) be within scope of this Agreement, b) meet the applicable security and technical requirements, and c) are required to fulfill DON requirements, the Government may authorize their addition as participating CCSPs via bi-lateral modification to this Agreement. All requirements for GSA Contracting Officer addition of subcontractors, terms, and pricing to the Schedule Contract must be met. The Government reserves the right to determine the acceptability of the CCSP's pricing, commercial terms, and compliance with applicable requirements in a like manner as those established for the contracted CCSPs under this Agreement.

Consistent with PWS paragraph 6.2, DON requires that the Agreement provide commercially available services, and technologies which enable DON efficiency and cost savings to the extent that the items/services available on the Contractor's Federal Supply Schedule 70 Contract are within the DoD Accreditation Boundary, and within the scope of this Agreement. Addition of emerging accredited CSPs to the agreement is encouraged where the services enable fulfillment of DON requirements.

**H-12 Third-Party Tools.** Commercially available third party tools that may be required per individual task orders shall first be obtained via DON, DoD ELAs, or GSA Schedule Contracts; second be obtained under contracts authorized by the Agreement, and third be obtained using open market procedure as defined in FAR 8.402(f) when available.

**H-13 DON Enterprise Control Standards (ECS) and Support Controls Applicable to systems deemed financially relevant by the Navy. Only the standards applicable to the hosted systems apply (applicability will be determined by the government system owner).**

At the time that a financially relevant system is authorized under a Task Order, the Contractor shall provide services for the system that comply with the below requirements.

**H-13.1** The Contractor shall comply with DON Enterprise IT Control Standard: Instruction, version 2.0 dated September 8, 2017. The applicable ECS document is attachment 10. Also, attached is the Excel version to provide a quick view of the IT controls discussed in the DON ECS, Attachment 11.

**H-13.2** The Contractor shall comply with Support controls described in the Government Accountability Office (GAO) Federal Information System Control Audit Manual (FISCAM); a copy of the FISCAM manual can be found at: <http://www.gao.gov/products/GAO-09-232G>.

**H-14 System Compliance with DoDI Risk Management Framework (RMF) for DoD IT systems deemed financially relevant by the Navy**

At the time that a financially relevant system is authorized under the Task Order the Contractor shall provide services for the system that comply with the below requirements: The Contractor shall ensure systems are in compliance with DoDI 8510.01. Department of Defense Instruction Risk Management Framework (RMF) for DoD Information Technology (IT).

**H-15 Security Requirements for Federal Information Technology Resources as follows:**

**H-15.1** Security Requirements for Federal Information Technology Resources Applicable to systems deemed financially relevant by the Navy. A financially relevant system is any system that interacts with data that impact transactions within the Government's financial statements. At the time that a financially relevant system is authorized under the Task Order, the contractor shall provide services for the system that comply with the below requirements:

(a) Financial Statement Audit (FSA) support by the Contractor for audit of systems deemed financially relevant by the Navy.

The Contractor shall provide needed interaction with DON Financial Statement (FS) auditors, respond to queries, and implement requested corrective action(s). Audits are conducted annually and necessitate timely, complete response, temporary provision of on-site work space for audit personnel, and provision of personnel resources similar to the commitment required for other commercial audits experienced by the Contractor. Contractor support includes but is not limited to:

- Identify the Contractor's point of contact authorized to speak for the company and facilitate Navy performance of a financial system audit.
- Participate in interviews with the FS auditor
- Participate in interviews with the DON FSA FMP support team
- Conduct IT control walkthroughs of relevant business operations and process, and respond to auditor observations
- Respond to auditor documentation requests (e.g. Provided By Client) lists, to include key supporting documents and other information as required by reporting entities' auditors. Any document prepared by the Contractor in response to an auditor's request shall be marked as draft and be submitted to the COR for their finalization and their response to the auditor.

- Engage in reporting entity updates and communications with Independent Public Accounting firms
- Establish communication protocols and processes for receiving, tracking, and responding to auditor requests with the audit team
- Define escalation procedures with the audit team for instances when responses to auditor requests have not been provided or are delayed
- Respond to auditor's IT Notice of Finding and Recommendation (NFR). Any document prepared by the Contractor in response to an auditor's request shall be marked as draft and be submitted to the COR for their finalization and their response to the auditor.
- Provide an IT Corrective Action Plan (CAP) to remediate findings and implement recommendations

**H-15.2 Financial Management (FM) Overlay Implementation**

The Contractor shall support DON's FM overlay process as an enhancement to their Risk Management transition and Assessment and Authorization (A&A) efforts. The FM overlay controls are IT controls that are FSA centric and are required in addition to the controls that are base lined in RMF A&A efforts. Required security and management controls for the financially relevant system will be identified and funded to enable Contractor implementation at the time the system is added to the contract.

**H-15.3 Third Party Assurance**

The Contractor shall provide the DON assurances that cloud service provider relationships are being monitored and documented. A combination of attestation products may be provided to satisfy third party relationships between the DON's and their contractors cloud service provider; attestation products include but not limited to SSAE-18 SOC1 reports.

**H-15.4 Contractor hosting center and DON IT control responsibilities.**

The Navy customer (application owner) will identify the IT controls applicable to the financially relevant system to be implemented by the Contractor as part of the PCO's authorization to commence system hosting services. Specific Navy and Contractor responsibilities pertaining to the financially relevant system will be documented and agreed upon as part of PCO authorization for hosting. Additionally, the Contractor shall implement the IT controls for the contracted hosting center and the DON users (end user, administrators) as depicted throughout the PWS and contract pertaining to access controls segregation of duties, configuration management, contingency planning, security management, audit logging, incident response, identification and authentication, business process controls and interface controls.

**H-15.5 Government Notification**

Upon Government notification that a Navy Financial System Audit is to be performed, and the Contractor perceives that delivery of audit support creates entitlement to a price, schedule or technical revision, the Contractor shall notify the TO Contracting Officer of the impacts of the change in accordance with the Changes clause of the contract. Contractor implementation of the Changes shall follow PCO instruction and issuance of a contract modification, as necessary.

**H-16 Close Out Plan**

The Contractor shall submit a close out plan if required by the individual task order for the movement of accounts out of the Hosting Environment, return of backups to the Customer, transfer of accounts, and disposal of electronic data, at the end of the Order.

**H-16.1 Close Out**

The Contractor shall support the smooth migration of applications out of the Hosting Environment, return of backups to the Customer, transfer of accounts, and ensure proper disposal of electronic data.

Once an application(s) have been migrated out of the Hosting Environment, the Contractor shall ensure all Government electronic data is properly destroyed and not released. The Contractor shall follow NIST SP 800-88 and ASD Memo Disposition of Unclassified Hard Drives, 04 June 2001, regarding disposition of any unclassified hard drives as required, and disposition will be addressed and documented in the Assessment and Authorization (A&A) Packages and System Security Plans. Documentation of the destruction will be according to the approved methods identified in Section 7 (Navy Telecommunications Directives and DON CIO Memorandum of August 2012) and shall be provided to the customer.

Close out may be directed upon identification of any of the following noted circumstances:

- . Task Order Close Out
- . Account Close Out

At any time during the period of performance or in the final year of the Order, the Contractor shall:

- Follow the Account Close Out guidance for all accounts, and
- Return all requested data and backups to the customer; and
- Allow full access to accounts hosting environment while systems are being migrated out, and
- Return all Common Access Cards (CAC) to the TO COR, and
- Deinstall Government Furnished Software, and return any license key, media and documentation to the TO COR or their delegee, and notify TO COR when accomplished, and
- Ensure all electronic data is destroyed and not released, and
- Residual data and account information must be deleted in accordance with NIST-800-88, Rev 1 requirements, and
- Documentation of the destruction according to the approved methods identified in Section 7 (Navy Telecommunications Directives and DON CIO Memorandum of August 2012) shall be provided to the customer

The Contractor shall work with the TO COR to minimize downtime and ensure a successful transition of services back to the DON application owner, or their designee during any required/service provider transition.

Account Close Out is defined as the Transition/Transfer of a CSP account to another Reseller/CSP or Termination of the CSP services and account.

**Transition/Transfer of the CSP account** - The Contractor shall ensure a seamless, disruption-free close out of CSP Accounts, when directed by the OCO. The Contractor shall implement the Contractor defined process which has been previously approved for account transition as applicable to the task order.

**Termination of the CSP account** - Should the decision be made by the customer to terminate the CSP account, vice transferring the account to another CSP, the data owner and service provider will ensure all services are properly terminated and all data is archived as and dispositioned in accordance with task order instructions.

Account Close out will be directed by the OCO on a per account basis upon identification of any of the following noted circumstances:

- Customer account transfer or termination of Cloud Service provider(s).
- Customer account transfer, modification, or termination of Cloud Service agreements and/or workloads in part or in whole.
- Customer requested termination of Cloud Service.
- Termination of relationship with current contract partners/subcontractor agreements/workloads.
- Termination of relationship with current contract partners/subcontractor agreements/workloads as a result of the dissolution of the business/end of business operations.

In the event of Account Close Out, the Contractor shall:

- Follow the Account Close Out guidance for accounts applicable to the task order, and
- Return all requested data and backups to the customer, and
- Allow full access to accounts hosting environment while systems are being migrated out, and
- Ensure all electronic Data is destroyed and not released, and
- Residual data and account information must be deleted in conjunction with NIST-800-88, Rev 1 requirements, and
- Documentation of the destruction or transfer of data/material according to the approved methods identified in Section 7 (Navy Telecommunications Directives and DON CIO Memorandum of August 2012) shall be provided to the customer.

**H.17 Terms Applicable to Contract Performance Unless otherwise stated in an individual Task Order the contractor shall comply with the following Commercial Cloud Services (CCS) requirements:**

**H.17.1** Except as set forth in DFARS 239.7602-1(b)(2), the Contractor shall provide Cloud Service Offerings (CSOs) from Cloud Service Providers (CSPs) that have a Department of Defense (DoD) Provisional Authority to Operate (PATO), and the CSOs/CSPs shall be included in the GSA Schedule 70 contract and Agreement, prior to service delivery for the required Cloud Service Offerings (CSOs) and Information Impact Levels (ILs).

**H.17.2** The Contractor must comply with the DoD Cloud Security Requirements Guide version in effect in the Agreement at the time the task order is awarded, unless a different version is identified by the TO Contracting Officer, and must comply with all other applicable documents cited in the Agreement and task order. [Defense Federal Acquisition Regulation Supplement (DFARS) 252.239-7010].

**H.17.3** Any Contractor transition of data to and from the CSP's CSO shall be format-agnostic, and shall be in an open and non-proprietary format. With respect to permanent records, the transition of data must be done in accordance with disposition guidance issued by National Archives and Records Administration (NARA). (DFARS 239.7602-1(c))

**H.17.4** The Contractor must comply with requirements of the Privacy Act when applicable, to include assessment requirements, the e-Government Act and Personally Identifiable Information (PII) as defined in OMB Memo 07-16, and requirements for handling Controlled Unclassified Information (i.e., any information that is exempt from release under the Freedom of Information Act).

**H.17.5** Subcontractors and teaming partners delivering service under the Agreement and its respective task orders shall be approved by the Agreement PCO, and TO Contracting Officer prior to performing contracted work. The terms subcontract and subcontractor are defined in FAR 44.101, and apply to this Agreement and its task orders.

**H.17.6** The Contractor shall flowdown clauses to subcontractors as instructed in the Agreement and GSA Schedule 70 contract clauses that contain flowdown requirements.

**H.17.7** The Contractor shall permit the Government or their representatives to conduct inspection, audit, investigation, and similar activities, including but not limited to physical access to facilities and law enforcement access, when authorized by the Department of Navy (DON) TO Contracting Officer. During such activities, the Contractor shall support and cooperate with applicable system-wide searches and provide access for inspections, audits, and investigations. (DFARS 239.7602-1(c))

**H.17.8** The Contractor must host DON unclassified data, at the information impact levels as set forth in the applicable task order. Such information impact levels (ILs) may range from IL-2 through IL-5. ILs are further identified as follows:

- IL-2: Non-Controlled Unclassified Information
- IL-4: Controlled Unclassified Information

- IL-5: Controlled Unclassified Information that may require a higher level of protection than that afforded by Level 4

**H.17.9** DoDI 8510.01 Risk Management Framework for DoD Information Technology, the Committee on National Security Systems Instruction 1253 and the Cloud Computing Security Requirements Guide (SRG) provide distinguishing requirements and characteristics for information impact levels and associated information sensitivity, security controls, hosting location, off-premises connectivity, separation and personnel requirements that are applicable to delivery of services under the task orders. The Contractor shall deliver services at the information IL designated by the OCO and comply with such requirements as set forth in the applicable task order.

**H.17.10** Cloud computing service providers shall maintain all Government data that is not physically located on DoD premises within the 50 states, the District of Columbia, or outlying areas of the United States as defined by FAR 2.101, unless otherwise authorized in writing by the authorizing official, as described in DoD Instruction 8510.01, in accordance with the SRG. (DFARS 239.7602-2).

**H.17.10.1** A list of the CSP's data center locations shall be provided to the task order's Contracting Officer's Representative following task order award and shall be updated annually, or at the frequency detailed in the task order if more frequent.

**H.17.11** The Contractor must ensure that data supports eDiscovery & Records Management requirements provided in the task order. Agencies have legal obligations to store, preserve, retrieve, search, redact, de-duplicate, deNIST, and produce records when requested under FOIA or e-discovery. Agencies are also required to maintain records IAW their disposition schedule per the Federal Records Act.

**H.17.11.1** The Contractor shall preserve data in native format, conduct backups, back up data prior to account closure, and provide tools that assist with e-discovery and records retention, retrieval, search, redaction, de-duplication, preservation, storage archiving solutions, audit trail documentation of a thorough search, and production of records and related electronically stored information, in response to requirements and frequency detailed in the individual task order.

**H.17.11.2** The Contractor shall provide a plan for information management to preserve, store, and retrieve data in commercially available, or open and non-proprietary format for records management, law enforcement investigations, Congressional inquiries, FOIA, and E-discovery, (and for permanent records in accordance with the guidance issued by National Archives and Record Administration), where required in individual task order requirements (DFARS 239.7602-1).

**H.17.12** Additional terms added to the task order level shall be compliant with Federal laws and statutes, Agency policy, and user requirements. Any unique End User requirements(s) shall be integrated fully into the task order. (DFARS 239.7602-1)

**H.17.13.1** The General Services Acquisition Regulation (GSAR) Class Deviation set forth in GSA Office of Government Wide Policy Acquisition Letter MV-15-03 dated July 31, 2015, applies to all GSA Federal Schedule contracts for items containing Commercial Supplier Agreements and is intended to address 15 common unacceptable terms in those agreements. Those areas are Definition of contracting parties; Contract formation; Vendor indemnity (vendor assumes control of proceedings); Automatic renewals of term-limited agreements; Future fees or penalties; Taxes; Payment terms or invoicing (late payment); Automatic incorporation/deemed acceptance of third party terms; State/foreign law governed contracts; Equitable remedies, injunctions, binding arbitration; Unilateral termination of supplier agreement by supplier; Unilateral modification of supplier agreement by supplier; Assignment of supplier agreement or Government contract by supplier; Confidentiality of supplier agreement terms and conditions; Audits (automatic liability for payment). The Contractor's GSA Schedule Contract should already include the new GSAM 502.101 definition for Commercial Supplier Agreement and the amendments to FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017). If the Contractor's GSA Schedule Contract does not include the new language set forth in the GSAR Class Deviation, then the provisions of the GSAR Class Deviation are incorporated by reference into this Agreement. The GSAR Class Deviation shall take precedence over any terms in the Contractor's standard terms of service that conflict with the GSA Class Deviation.

**H.17.13.2** Additional performance standards required to meet the customer's requirements may be included in individual task orders.

**H.17.13.3** Service Availability (Measured as Total Uptime Hours/Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent, shall be 99.9% as a minimum for compute and storage, unless otherwise stated in the individual task order.

**H.17.13.4** Full service delivery of commercial services within the contract scope shall be available for ordering upon Agreement placement and throughout the period of performance. Full service delivery requirements applicable to individual order performance will be set forth in the task order.

**H.17.14** The Contractor shall ensure protection of Government data placed in the CSO from unauthorized disclosure during CSP maintenance.

**H.17.15** The Contractor's commercial services shall be provided in a manner that supports firm fixed price procurement. Requirements are to be priced and fulfilled in accordance with contracted performance measures, Service Level Agreements (SLAs), and Terms of Service (ToS). Services must be billed in arrears for actual utilization unless otherwise authorized, and must not exceed the service item ceiling rates/prices and funding established in the contract and task order.

**H.17.16** Reservations for server availability that amount to a subscription service, in compliance with applicable fiscal requirements, shall commence on the date contracted, and be billed for the full term contracted upon the start of service delivery.

**H.17.17** The Contractor must comply with the following:

**H.17.17.1** Any technical data that is generated by the Contractor CSP in performing the CSO (including technical papers developed after Contract award in the performance of the services), or that is needed by the CSP to perform the CSO but developed prior to task order award, shall be termed CSP metadata. CSP metadata can include, but is not limited to activity logging data gathered in the CSP's CSO environment. The environment is the system of virtual and physical equipment, hardware and software, personnel resources and facilities that are provided by the CSP to deliver the services.

**H.17.17.2** The Contractor shall inform the Government if any non-commercial or commercial CSP metadata developed prior to award is to be delivered. For non-commercial CSP metadata, the Contractor shall use the format at DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions to inform the Government. For commercial CSP metadata, the Contractor shall inform the Government of such delivery using the format at H-TXT-22 for post-award assertions or K-TXT-01 for pre-award assertions as applicable, and the Contractor shall comply with DFARS 252.227-7015 Technical data - Commercial Items for commercial CSP metadata. The Government shall have the right to request delivery of both commercial and non-commercial CSP metadata and to order any technical data or computer software generated in the performance of the task order or any subcontract thereunder at any time during the performance of the task order or within a period of three (3) years after acceptance of all items and services to be delivered under the task order or the termination of the task order.

**H.17.17.3** In performing the CSO, the Contractor CSP shall not change the intellectual property/data rights posture of Government data that is placed in the Contractor's environment.

**H.17.17.4** For non-commercial CSP metadata that is delivered, the Contractor shall provide Government Purpose Rights to the maximum extent practicable. For commercial CSP metadata that is delivered, the Contractor shall provide the commercial equivalent of Government Purpose Rights to the maximum extent practicable, or the rights to use, modify, release, display, and disclose the commercial CSP metadata within the Government, and the right to disclose the commercial CSP metadata outside of Government, but only for purposes where the Government is a party, and only when the third party recipient has signed a non-disclosure agreement.

**H.17.17.5** For non-commercial technical data and software, the Government shall have Government Purpose rights to use in accordance with DFARS 252.227-7013, Rights in Technical Data, and DFARS 252.227-7014, Rights in Non-Commercial Computer Software and Non-Commercial Computer Software documentation.

**H.17.18** The Contractor must comply with the NIST SP 800-53 REV 5 Cybersecurity Controls applicable to the information contracted for placement in the Contractor's environment. The information impact level and any unique requirements of the system / information placed in the Contractor's environment will be provided at the time of task order placement. In addition, specific security controls to be implemented for a financially relevant system will be identified in the individual task order.

**H.17.19** The Contractor must control personnel access to DoD and DON data by ensuring all CSP employees who have access to government data, architecture that supports government data, or any physical or logical devices/code shall be a U.S. person per Executive Order 12333 and pass an appropriate background check as required by Homeland Security Presidential Directive -12. Specific background check requirements will be addressed in individual task orders as appropriate for employees who have access to the architecture or the code that supports the data.

**H.17.20** The CSP and their employees with access to government data and other government confidential information shall sign a non-disclosure agreement that ensures that the CSP and each CSP employee with access shall not disclose non-public government information.

**H.17.21** The Contractor shall deliver continuous monitoring. The hosting environment provisioned by the Contractor shall demonstrate an appropriate level of security by meeting, at a minimum, the requirements of the Federal Information Security and Management Act (FISMA) for moderate-impact systems, and related agency-specific policies. This includes a formal agency security authorization review covering security controls, continuous monitoring, and identification of risks. The continuous monitoring provided shall comply with the NIST Special Publication 800-137 framework. Alternate or additional requirements may be provided in individual task orders.

**H.17.22** Reserved.

**H.17.22.1** Reserved.

**H.17.22.2** Reserved.

**H.17.22.3** Reserved.

**H.17.22.4** Reserved.

**H.17.23** The Government and Contractor agree that the Contractor's Media and Cloud Services are commercial in nature and that all of the provisions of FAR 52.212-4, as amended by GSAR 552.212-4, including the provisions of FAR 52.212-4(h), Patent Indemnity, apply.

**H.17.24** Refer to DFARS 252.204-7012 of the Agreement for definition of covered defense information, cyber incidents, and spillage.

**H.17.25** GFP and GFI will be provided on a case by case basis and must be authorized by the OCO in the task order.

**H.17.26** On task orders using the pay per actual consumption utility model, the Government reserves the right to unilaterally remove obligated funding on the individual task order when the customer/application owner does not anticipate that the funding will be required.

**H.17.27** The DoD PA approved CSP Supply Chain Risk Management Plan (SCRMP) shall be implemented under this Agreement and task orders issued hereunder.

**H.17.28** Establishing Assured Command and Control (C2) of the Cloud. The Navy is working to issue a cloud cybersecurity requirements document to support the prevention, detection, response, and resiliency of hosted Navy data/capabilities in the commercial cloud. This will facilitate Navy's ability to apply active C2 in the commercial cloud, to support Incident Response, and to ensure data integrity and cyber security activities when and where appropriate. When final DON cybersecurity policy is issued, requirements that implement the policy will be added to the Agreement by post award modification.

**H.17.29** The cloud provider is responsible for following the DoD Cloud Computing Security Requirement Guidelines, with the following exceptions:

**H.17.29.1** Unclassified media may be logically, not physically, separated with cryptographic certainty from other cloud provider infrastructure.

**H.17.29.2** Cloud provider positions without privileged access can be filled by non-US persons.

**H-18 Addendum To Modify The Commercial Licenses And Terms Of Service Agreements To Comply With Federal Procurement Law And To Match The Scope And Duration Of Licenses And Access For Maintenance And Sustainment / Cloud Services Required Under The GSA Schedule 70 Multiple Award Contracts Supporting The Blanket Purchase Agreement And Task Orders Issued Thereunder (Together "Contract").**

This modification of commercial license/terms of service agreement terms is submitted by the Blanket Purchase Contractor and its subcontractors identified at award and throughout the contracted period of performance, including but not limited to the Contractor, teaming partners, and subcontractors such as Cloud Service Providers delivering services thereunder ("Vendor"), companies whose commercial product(s) (developed at private expense) form a component part of commercial computer services being purchased in a Task Order to the above-referenced Contract (such commercial product(s) hereinafter the "Vendor Product").

This Modification shall function as an addendum to Vendor's standard Service Terms and license, which Vendor customarily uses in connection with its commercial offerings of the Vendor Product (the "Vendor Commercial License").

Vendor hereby further agrees to the following additional amendments and modifications of the Vendor Commercial License, to the extent such terms exist in the Vendor Commercial License, to remove any inconsistencies with federal procurement law:

a.) "Click through" licensing and acceptance, or any other actions taken by Government, or authorized by Government to be taken in the performance of the Contract, that purport to bind the Government as end user to terms not part of the Contract or Task Order as may apply are disavowed and shall be disabled or not included, or shall have no effect. Only the Agreement PCO Officer may change the terms of the Agreement.

b.) The Government shall not be required to indemnify Vendor. See FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017).

c.) In the event an infringement indemnity is offered by Vendor to Government as end user, any requirement of Vendor to have sole control of the litigation is amended to state that "Vendor shall provide appropriate consultation with the Department of Justice in the defense of such matters and may agree to join or intervene in proceedings at its own expense through counsel of its choice." See FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017).

d.) Any price escalation, reimbursement, surcharges, liquidated damages and audit costs sought to be imposed on the Government are revoked in favor of the terms and procedures of the Agreement and the Task Order.

e.) Any provisions seeking to impose penalties on the Government for late payment are likewise revoked

and shall be governed by the Agreement, the Prompt Payment Act if applicable, and the terms of any Contract or Task Order as may apply to Vendor. See FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017).

f.) Any provisions seeking to impose attorney fees on the Government are revoked in favor of any applicable provision in Agreement, Vendor's Contract or Task Order as may apply, and/or the Equal Access to Justice Act, if applicable.

g.) Any provisions that seeks to assess or impose liability on the Government for taxes are revoked in favor of federal law and any applicable Contract or Task Order as may apply. See FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017).

h.) Any provision that attempts to impose the license terms of any third party upon the Government are hereby revoked in favor of the terms of the Contract assertions procedures in any resultant Contract or Task Order as may apply. Nevertheless, the Government shall demonstrate to Vendor at contract award that the Government has already incurred such obligation to the third party, which will allow Vendor to remain in compliance with its own third party obligations. Thus, where DON or DOD has existing negotiated Enterprise Software Agreements in place with the Third Party licensor, the terms of the Enterprise License shall operate when receiving contracted cloud services under the NCCS Commercial Cloud Services Contract.

i.) Dispute resolution provisions that purport to apply to the Government are revoked and shall be as prescribed in the Contract or Task Order as may apply. See FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017).

j.) Clauses attempting to subject the Government to equitable remedies and injunctions are revoked in favor of applicable federal laws, including 28 USC §1498, and any clauses from the Contract or Task Order as may apply. See FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017).

k.) Vendor's ability to unilaterally terminate or modify its agreements shall not apply to the Government and shall be governed instead by federal law, including any terms from the Contract or Delivery Order as may apply and any applicable federal procurement statutes or other federal laws. Any terms in Vendor commercial license that call for immediate termination, or termination in the event a Government corrective action is not taken within a time frame that is less than 60 days, shall be revoked in favor of a 60-day time for the Government to take corrective action. See FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017).

l.) Vendor may not throttle services without the prior written permission of the Government. However, if Government use and/or actions are causing degradation of the functionality of the services provided to the Government (or to others in the case of public clouds) by Vendor, Government agrees to immediately cease such use/actions, or to mitigate such degradation of functionality, upon notification by Vendor.

m.) Any conflict or inconsistency in the Agreement and task orders issued thereunder shall give precedence to the requirements set forth in the Agreement.

n.) The Government shall not take any licenses to Vendor trademarks or know-how, and shall not be obligated to any trademark and know-how licensing terms in the Vendor Commercial License. The Government remains obligated to retain and respect Vendor trademarks, and leave such trademarks unchanged. If recorded, the Government will treat know-how as technical data, and will follow the technical data requirements according to the terms of the Task Order.

o.) Any clauses that are otherwise contrary to or inconsistent with federal procurement law are revoked in favor of such federal law and any applicable Contract or Task Order as may apply.

p.) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in the Agreement / contract.

q.) Except as specifically provided in this Addendum, the License / Terms of Service Agreement shall remain in full force and effect in accordance with its terms.

r.) References to State jurisdiction are revised to cite Federal jurisdiction in lieu thereof. (See FAR 52.212-4 (Jan 2017) Alternate 1 (Jan 2017)). These modifications shall take precedence over and hereby supersede any conflicting terms in the Vendor Commercial License and shall be incorporated in substance, or as an attachment, to the Task Order upon award. The modifications shall further take effect at the placement of the NCCS Commercial Cloud Services Agreement resulting from solicitation N00039-18-Q-0003, or when Government takes delivery of the software/services governed by the license, whichever comes first. By selling and providing the services to licensee (or to the Government) for the NCCS Cloud Hosting Services, Vendor agrees to comply with, and be bound by, the terms and conditions set forth in this Amendment. The Amendment shall be effective as of the same date and time as the license/terms of service agreement, and shall be included therewith.

### **H-19 Special Contract Requirements.**

Organizational Conflicts of Interest (OCI) Mitigation Plan (if applicable). Each vendor or contractor shall specifically identify in its TO quote/proposal whether or not any potential or actual Organizational Conflict of Interest (OCI), as described in Federal Acquisition Regulation (FAR) Subpart 9.5, exists for this procurement. If the vendor/offeror believes that no OCI exists, the OCI response shall set forth sufficient details to support such a position. If a vendor/offeror believes that an actual or perceived OCI does exist on this procurement, the vendor/offeror shall submit an OCI plan with the proposal, explaining in detail how the OCI will be mitigated and/or avoided.

### **H-20 New Services**

DoD may acquire new products and/or services from the contractor for capabilities not currently provided in the Cloud Services Catalog Price List under this contract. Any product or service acquired that is not currently provided in the Cloud Services Catalog Price List must be made available on the Cloud Services Catalog Price List at a rate (that is, a discount or premium in relation to the published commercial cloud price) no less favorable to the Government than the rate offered herein to the Government on the most similar product or service currently included in the Cloud Services Catalog Price list. Two examples follow:

If an offeror/contractor proposes a discount of 10% in its Cloud Services Catalog Price List for VCI sizes from the published commercial cloud price then, for any new VCI size offered, the contractor shall offer at least a 10% discount from its lowest published commercial cloud price at the time of the Government seeks to acquire the new VCI size.

If an offeror/contractor proposes a premium of 10% in its Classified Cloud Services Catalog Price List for VCI sizes from the published commercial cloud price then, for any new VCI size offered, the contractor shall offer a price that is no more than a 10% premium above its lowest published commercial cloud price at the time of the Government seeks to acquire the new VCI size.

### **H-21 Price Changes**

Within forty-five calendar days (or sooner) of whenever the contractor lowers its prices of its commercial Cloud Services Catalog Price List, the Contractor shall submit a revised Contract Cloud Services Catalog Price List at a rate (subject to the Agreement's discount or premium in relation to the published commercial cloud price) that is as good as or better than that made available to the general public and Government for similar product or service currently included in the Agreement's approved Product Price list. For example, if an offeror/contractor proposes a discount of 10% in its Cloud Services Catalog Price List for VCI from the published commercial cloud price, then the contractor shall subsequently lower the Agreement's price list for VCI size offered in the Agreement Product Price List, the contractor shall offer at least a 10% discount from the revised lowest published commercial

cloud price. Such downward reductions in pricing of service items in the Agreement's approved Product Price list do not affect the ceiling unit pricing for service items established at the time they were added to the Agreement, and such price reductions do not require PCO pre-approval prior to making the price reductions available for ordering.

## **H-22 Additional Security**

Security requirements are a material condition of this Agreement. This Agreement shall be subject to immediate termination for cause, without the requirement for a cure notice, when it has been determined by the Agreement Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

- a. All or substantially all of the Contractor's business, or
- b. All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or
- c. A separate and complete major industrial operation in connection with the performance of this contract.

When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If corrective action is not completed in the given period, the Contracting Officer may terminate the whole or any part of this Agreement for cause. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

## **H-23 Personal Conduct**

The Contractor and its employees shall comply with the conduct requirements in effect at the Government's site. The Contractor shall inform its employees that harassing behavior shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

## **H-24 Non-Endorsement**

This Agreement does not, in any manner, constitute an endorsement by the Government of any results, resulting designs, hardware, software or any other applications resulting from the use of DoD Intellectual Property (IP) under this Agreement. This Agreement does not obligate the Government in any way, shape or form to award future procurements to contractor.

## **H-25 Data Protection and Cyber Risk Management**

The Contractor must protect the confidentiality, integrity, and availability of covered Defense data, safeguarding it from unauthorized access, use and disclosure, and comply with required security breach notification laws, regulation, and Government policies in the event of a breach of covered defense information. See DFARS 252.204-7012 definition of covered defense information.

**H.25.1** The Contractor shall reduce the impact of Contractor –caused acts and omissions that create liability for the Government, its employees, and agents. Reduction of the impact refers to implementing the FedRAMP, DoD PA,

and NAO ATO approved processes, as well as the requirements of the GSA Schedule 70 Contract, BPA, and Task Order. Liability may result from Contractor-caused acts and omissions including, but not limited to cyber incidents, spillage, release of covered defense information, interruption of Government business, Government information system damage, and any Government notification and mitigation costs. [See DoDI 8530.01: Cybersecurity Activities Support to DoD Information Network Operations, March 7, 2016 and other related policies cited therein, and CJCSM 6510 reporting requirements.]

**H.25.2** In addition to the delivery of services that fully comply with the required FedRAMP, DoD Provisional Authorization, Navy Authorization to Operate, and requirements of this BPA, the Contractor shall comply with any additional mutually agreed upon data protection and risk management requirements set forth in an individual task order. Such additional requirements may include but are not limited to needed security controls, liability coverage, and breach notification, to ensure adequate data protection is in place to protect the parties and information planned for deployment in the cloud environment.

Sensitivity of data to be hosted, such as Impact Level 4 and 5 (for example personally identifiable information, personal health information, and financial information), and any quantification of Contractor cyber risk liability, or limitation thereof, shall be established at the individual Task Order level. Further, any limitation of Contractor's liability set forth in the individual Task Order shall not eliminate any other obligations set forth in the GSA Schedule 70 Contract, the BPA, the Task Order, or by operation of law.

#### **H-TXT-07 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED**

In performing this Agreement, the Agreement holder, their teaming partners, and subcontractors will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of text)

#### **H-TXT-08 CONTRACTOR PERFORMANCE UNDER TASK ORDERS (TIME AND MATERIAL/LABOR HOUR)**

The Contractor shall perform as set forth in task orders issued by the Government. Notwithstanding the identification of particular labor categories and the associated staff-hours for each labor category in the task order(s) the Contractor may increase or decrease the staff-hours for designated labor categories as deemed necessary in order to perform the task order satisfactorily. No category of labor other than those appearing in the task order schedule shall be provided unless the task order is modified to cover such labor category. In no event, however, shall the Contractor exceed the total funds in the order, unless such amount is subsequently increased by modification.

(End of text)

#### **H-TXT-09 TYPES OF TASK OR DELIVERY ORDERS**

The following types of task or delivery orders may be issued under this contract:

( ) A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

( ) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

(\*) A time-and-material task order will be issued when it is not possible to accurately estimate the extent or the duration of the work or to anticipate costs, including materials, with any reasonable degree of confidence.

(\*) A labor-hour task order will be issued when it is not possible to accurately estimate the extent or the duration of work or to anticipate costs with any reasonable degree of confidence (materials need not be included).

(\*) A firm-fixed-price (FFP) delivery order will be issued when acquiring supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

(End of text)

## **H-TXT-16 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION**

(a) Definition.

“Confidential Business Information,” (Information) as used in this text, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this text.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall

require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be maintained by the employer and provided to the Government upon COR request;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR’s responsibilities under the Freedom of Information Act are not affected by this text.

(f) The contractor agrees to include, and require inclusion of, this text in all subcontracts at any tier that requires the furnishing of Information.

(End of text)

**H-TXT-22 POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE**

a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.

b. Post-Award Assertions (applies at the Task Order level). In addition to the pre-award assertions made, other assertions on technical data pertaining to a commercial item and commercial computer software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the TO contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the table format found below and signed by an official authorized to contractually obligate the Contractor.

Technical Use/ Implementing Approach **	If OSS, Was OSS modified by Contractor? ***	Commercial Technical Data/Computer Software Title, Version #, and License*	Name of Contractor Delivering Commercial Software****

\* For commercial technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the computer software or computer software documentation. The complete title and version number of the computer software should be listed. If Open Source Software (OSS), the OSS license and version number should be listed. If a version number is not available, the Contractor should state no version number. If commercial technical data is being delivered under the terms of DFARS 252.227-7015, then DFARS 252.227-7015 should be listed. If the OSS was downloaded from a website, the website address should also be provided. Enter none if all commercial technical data or commercial computer software will be submitted without restrictions.

\*\* The functionality of the Commercial computer software should be described, as well as where it is being used within the larger computer software deliverable (if applicable).

\*\*\* If OSS is being used, the Offeror should state whether it has modified the OSS.

\*\*\*\* Corporation, individual, or other person as appropriate.

c. Licenses. The Contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software Offeror proposes to deliver under this text. The Government will review the licenses to ensure that the licenses terms are consistent with federal procurement law and meet the Government's end user needs.

d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Offeror proposes to use, but not deliver, commercial computer software (including OSS), the Contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

(End of text)

### **H-TXT-23 REIMBURSEMENT OF TRAVEL COSTS**

#### **(a) Contractor Request and Government Approval of Travel**

Any travel under this Agreement's task orders must be specifically requested in writing, by the contractor prior to incurring any travel costs. If the task order contains a definite firm-fixed-price travel requirement, then the written Government authorization will be by task/delivery orders issued by the Ordering Contracting Officer or by a modification to an issued task/delivery order, with COR approval of the conduct of the travel immediately prior to travel. If the travel requirement is not a definite firm-fixed-price requirement of the task order, then the written Government authorization of travel costs will be provided from the Task Order Contracting Officer, with COR approval of the conduct of the travel immediately prior to travel. The request shall include as a minimum, the following:

- (1) Agreement number/Task Order number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the Task Order
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General. This Agreement authorizes placement of Task Orders which provide for travel on either a firm-fixed-price or reimbursable other direct cost basis. Computations for proposed firm-fixed-price travel should conform to the requirements stated below, however, the travel is authorized on a mutually agreed price prior to conduct of travel, and the price is not subject to adjustment based upon actual expenses incurred. References below to reimbursement of travel costs are applicable to travel authorized under a reimbursable ODC CLIN authorized by the task order's Contracting Officer.

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this Agreement/task order. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this Agreement. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent

Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).*

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

*In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.*

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).*

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).*

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).*

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

*In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.*

(End of text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-2	Security Requirements	AUG 1996
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements--Commercial Item Acquisition	FEB 2007
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2012
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-6 Alt I	Inspection--Time And Material And Labor Hour (May 2001) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2018

252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7020	Trade Agreements Certificate--Basic	NOV 2014
252.225-7041	Correspondence in English	JUN 1997
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	JAN 2018
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	MAY 2018
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.232-7013	Performance-Based Payments--Deliverable-Item Basis	APR 2014
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7002	Access	DEC 1991
252.239-7004	Orders For Facilities And Services	NOV 2005
252.239-7005	Rates, Charges, And Services	NOV 2005
252.239-7006	Tariff Information	JUL 1997
252.239-7007	Cancellation Or Termination Of Orders	NOV 2005
252.239-7008	Reuse Arrangements	DEC 1991
252.239-7010	Cloud Computing Services	OCT 2016
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	MAR 2014
252.246-7008	Sources of Electronic Parts	MAY 2018

252.247-7023	Transportation of Supplies by Sea	APR 2014
252.249-7000	Special Termination Costs	DEC 1991
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (JAN 2017)

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(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 (b)(4). 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. (b)(4) (Insert portion of labor rate attributable to profit.)

(5) 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.

(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.

(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, as amended (41 U.S.C. 601-613). 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 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.

(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.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

- Amazon AWS – Technical Services, Master Service Agreement
- Microsoft Azure - Technical Services, Master Service Agreement
- Beyond20 (CTA)
- Carahsoft Technology Corporation (CTA)
- Minburn Technology Group LLC (CTA)

(Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); 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.

(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 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.

(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) 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.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 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.

(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: Travel and other ODCs authorized at the Task Order level in accordance with PWS paragraph 1.15.

(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: See Attachment 15.

(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 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—

(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).

(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 32.608-2 of the Federal Acquisition Regulation 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 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.
- (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.
- (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 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.

(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. 2409 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.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2018)

(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 items:

(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 and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 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 items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

- \_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.
- \_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (NOV 2011).
- \_\_\_ (iii) Alternate II (NOV 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 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 (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)  
\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
\_\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).  
\_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- X (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).  
\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.  
\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).  
\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.  
\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- X (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).  
\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).  
\_\_\_\_ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

\_\_\_\_ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

X (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

X (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

X (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (50) 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. 2302 Note).

\_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

\_\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) 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 items: (Contracting Officer check as appropriate.)

\_\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 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).

\_\_\_\_\_ (7) 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).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

X (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. 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 (Oct 2015) (41 U.S.C. 3509).
- (ii) 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)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xiii) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 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).
- (xv) 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)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).  
(B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx) 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. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 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 at least 15 days prior to the end of the Agreement.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the end of the Agreement; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (any option exercised under the authority of FAR 52.217-8 may extend the 5 year Agreement by an additional period not to exceed 6 months).

(End of clause)

#### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) 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:

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

(2) 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.

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

(b) Paragraph (a) 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.

(End of clause)

#### 52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"Any subcontract that was not initially proposed over the simplified acquisition threshold regardless of whether the prime contractor(s) have an approved purchasing system requires the written consent of the Contracting Officer in advance."

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Authorized CSOs:

Amazon AWS with their following service offerings:

DoD PA for East/West US Public Cloud, IaaS IL-2 (expires: None)

DoD PA for GovCloud, IaaS and PaaS, IL4 (expires: 26 Oct 18)

DoD PA for GovCloud, IaaS, IL5 (expires: 26 Oct 18)

MS Azure IL-2 DoD PA

DoD PA for Azure Public and Government Cloud, IaaS and PaaS IL-2 (expires: None)

DoD PA for Azure Government Cloud, IaaS and PaaS IL-4 (expires: 30 Jun 19)

DoD PA for Azure DoD, IaaS and PaaS IL-5 (expires: 20 Jan 19)

DoD PA for Microsoft Office 365, SaaS IL-2 (expires: None)

Authorization for Contract Teaming Partners:

Beyond20

Carahsoft Technology Corporation

Minburn Technology Group LLC

Authorization for Subcontractors:

Amazon AWS

MS Azure

Any third party subcontractors approved by name under GS-35F-393CA as necessary to deliver the contracted cloud hosting services where DoD PA is not required.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from Notice to Proceed (NTP) through current period of performance.

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

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

### **252.239-7018 Supply Chain Risk (DEVIATION 2018-O0020)**

#### SUPPLY CHAIN RISK (SEP 2018) (DEVIATION 2018-O0020)

(a) Definitions. As used in this clause—

“Information technology” (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires—

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term “information technology” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term “information technology” does not include any equipment acquired by a contractor incidental to a contract.

“Supply chain risk,” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may

consider information, public and non-public, including all-source intelligence, relating to a Contractor's supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a 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.

(End of clause)

Certain non-commercial Clauses have been included to support anticipated task order requirements. Ordering Contracting Officers may add additional clauses to individual task orders as necessary to support commercial and non-commercial requirements after ensuring that any conflicts with existing BPA and GSA Schedule 70 clauses have been resolved in the order.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

ATTACHMENTS

- 1 Performance Work Statement (PWS), dated EFFECTIVE DATE OF AWARD
- 2 \*SIN Cross Walk
- 3 \*Corporate Non-Disclosure Agreement Completed by Quoter and each teaming partner  
NDAs:
  - CSRA
  - Amazon Web Services
  - Beyond20
  - Carahsoft
  - Minburn
- \*Corporate Teaming Agreements(CTAs):
  - Beyond20
  - Carahsoft
  - Minburn
- 4 Employee Non-Disclosure Agreement template
- 5 \*Price Evaluation Model Completed by Quoter-Final
- 6 RFQ and all amendments issued thereunder
- 7 \*Relevant Information Sheets (RIS) Completed by Quoter
- 8 \*Allocation of Work by SIN Worksheet Completed by Quoter
- 9 \*Organizational Conflict of Interest Mitigation Plan, if applicable (none at award)
- 10 DON Enterprise IT Control Standard: Instruction, version 2.0 dated September 8, 2017
- 11 Excel version of DON Enterprise IT Control Standard
- 12 RFQ Completed Representations and Certifications from RFQ Section K and Online Representations and Certifications Application (ORCA)
- 13 RFQ Sections L and M
- 14 Approved Commercial Service Items, Offerings, and Associated Product and Price List prior to discount / markup serving as the approved Unit Price Ceilings for the Agreement (updated over the Agreement life upon service item authorization)
- 15 \*Contracted Discounting / Markup Plan
- 16 \*Billing Practice
- 17 Supporting GSA Schedule Contracts with Terms and Conditions
  - CSRA GS-35F-393CA
  - Beyond20 GS-35F-137AA
  - Carahsoft GS-35F-0119Y
  - Minburn GS-35F-309AA
- 18 Approved Commercial Service Items, Offerings, and Associated Product and Price List prior to discount/ markup serving supporting task orders placement under the Agreement (this list reflects spot price reductions)
  - CSRA Commercial Service Items Price List
- 19 \*Terms of Service – as modified for BPA
  - AWS Abbreviated
  - Microsoft Azure Abbreviated
  - Microsoft ToS Agreement for BPA Award Spreadsheet
  - AWS ToS Agreement for BPA Award Spreadsheet

EXHIBITS

A Contract Data Requirements List (DD Form 1423) (CDRL A001 and CDRL A002)