

| | | | | | | | | | | |
|--|--|--|------------------|---|--|---|--|--|---------------------------------|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 | | | | 1. REQUISITION NUMBER 1300264351 | | PAGE 1 OF 80 | | | | |
| 2. CONTRACT NO. N6600119D0019 | | 3. AWARD/EFFECTIVE DATE 11-Jan-2019 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER N6600118R0189 | | 6. SOLICITATION ISSUE DATE 27-Jun-2018 | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME SHANE K. MAHELONA | | | | b. TELEPHONE NUMBER (No Collect Calls) 619-553-5663 | | 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 17 Jul 2018 | | |
| 9. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC 2.0 SHANE MAHELONA, CODE 22550 SHANE.MAHELONA@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001 TEL: 619-553-5663 FAX: | | CODE N66001 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541511 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$27,500,000 | | | | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | | | | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | | | | |
| 17a. CONTRACTOR/OFFEROR MICROSOFT CORPORATION MICROSOFT DUNS: 0811466849 1 MICROSOFT WAY REDMOND WA 98052-8300 TELEPHONE NO. 980-776-8283 | | CODE 60128 | | FACILITY CODE 60128 | | 18a. PAYMENT WILL BE MADE BY CODE | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | | 21. QUANTITY | | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | | SEE SCHEDULE | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$338,000,000.00 EST | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  | | | | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Spencer Sessions / Contract Specialist TEL: 619-553-4523 EMAIL: spencer.sessions@navy.mil | | | | 31c. DATE SIGNED 11-Jan-2019 | |

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
1300264351

PAGE 1 OF 80

2. CONTRACT NO. N6600119D0019
3. AWARD/EFFECTIVE DATE 11-Jan-2019
4. ORDER NUMBER
5. SOLICITATION NUMBER N6600118RD189
6. SOLICITATION ISSUE DATE 27-Jun-2018

7. FOR SOLICITATION INFORMATION CALL:
a. NAME SHANE K. MAHELONA
b. TELEPHONE NUMBER (No Collect Calls) 619-553-5663
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 17 Jul 2018

9. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC 2.0
SHANE MAHELONA, CODE 22550
SHANE.MAHELONA@NAVY.MIL
53560 HULL STREET
SAN DIEGO CA 92152-5001
TEL: 619-553-5663
FAX:
CODE N66001
10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB)
ELIGIBLE UNDER THE WOMEN-OWNED
SMALL BUSINESS PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS: 541511
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$27,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO SEE SCHEDULE
CODE
16. ADMINISTERED BY SEE ITEM 9
CODE

17a. CONTRACTOR/OFFEROR CODE 60128 FACILITY CODE 60128
MICROSOFT CORPORATION
MICROSOFT
DUNS: 0811466849
1 MICROSOFT WAY
REDMOND WA 98052-8300
TELEPHONE NO. 980-776-8283
18a. PAYMENT WILL BE MADE BY CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|------------------------------------|--------------|----------|----------------|------------|
| SEE SCHEDULE | | | | | |

25. ACCOUNTING AND APPROPRIATION DATA
26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$338,000,000.00 EST

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT. REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
David T. Gallagher
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
DAVID T. GALLAGHER
DIRECTOR, CONTRACTS
30c. DATE SIGNED
11 JAN 2019
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
TEL:
EMAIL:
31c. DATE SIGNED

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---------------------|---------------------------------------|-----------------|-------------|-------------------|---------------|
| SEE SCHEDULE | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| | | | | |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

| | | |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

| | | | |
|---|-----------------------------------|--------------------------------------|-----------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) | |
| | | 42c. DATE REC'D (<i>YY/MM/DD</i>) | 42d. TOTAL CONTAINERS |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------------|-------------------------|
| 0001 | Microsoft Premier Support - Labor FFP Labor for Microsoft Premier Support in accordance with the Performance Work Statement (PWS) in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. Period of Performance: January 11, 2019 - January 10, 2020 FOB: Destination PURCHASE REQUEST NUMBER: 1300264351 PSC CD: D308 | 1 | Lot | \$133,000,000.00 | \$133,000,000.00 EST |
| | | | | | NET AMT |
| | | | | | \$133,000,000.00 (EST.) |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------------|-------------------------|
| 0002 | MS Product Eng Svcs - Consulting Labor FFP Labor for Microsoft Product Engineering Services in accordance with the PWS in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. Period of Performance: January 11, 2019 - January 10, 2020 FOB: Destination PSC CD: D308 | 1 | Lot | \$202,420,000.00 | \$202,420,000.00 EST |
| | | | | | NET AMT |
| | | | | | \$202,420,000.00 (EST.) |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------------------|
| 0003 | Travel | 1 | Lot | \$2,500,000.00 | \$2,500,000.00 EST |
| | FFP | | | | |
| | Travel must be approved, in writing, prior to performance and in accordance with the PWS. Allowable travel expenses will be reimbursed in accordance with FAR 31.405-6. | | | | |
| | Period of Performance: January 11, 2019 - January 10, 2020 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

| | |
|---------|-----------------------|
| NET AMT | \$2,500,000.00 (EST.) |
|---------|-----------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------|-----------------|
| 0004 | Other Direct Costs (ODCs) | 1 | Lot | \$80,000.00 | \$80,000.00 EST |
| | FFP | | | | |
| | The contractor shall obtain ODCs at the most advantageous prices available to the Government. ODCs shall be authorized, in writing, prior to purchase. Software or hardware are not to be purchased under the ODCs CLIN. | | | | |
| | Period of Performance: January 11, 2019 - January 10, 2020 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

| | |
|---------|--------------------|
| NET AMT | \$80,000.00 (EST.) |
|---------|--------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0005 | Data - Not Separately Priced (NSP) FFP Period of Performance: January 11, 2019 - January 10, 2020 FOB: Destination PSC CD: D308 | 1 | Lot | | NSP |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------------|----------------------|
| 1001 OPTION | Microsoft Premier Support - Labor FFP Labor for Microsoft Premier Support in accordance with the Performance Work Statement (PWS) in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. Period of Performance: January 11, 2020 - January 10, 2021 FOB: Destination PSC CD: D308 | 1 | Lot | \$136,000,000.00 | \$136,000,000.00 EST |

NET AMT

\$136,000,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------------|------------------|
| 1002 | | 1 | Lot | \$206,420,000.00 | \$206,420,000.00 |
| OPTION | MS Product Eng Svcs - Consulting Labor FFP | | | | |
| | Labor for Microsoft Product Engineering Services in accordance with the PWS in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. | | | | |
| | Period of Performance: January 11, 2020 - January 10, 2021 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

| | |
|---------|------------------|
| NET AMT | \$206,420,000.00 |
|---------|------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------------------|
| 1003 | | 1 | Lot | \$2,500,000.00 | \$2,500,000.00 EST |
| OPTION | Travel FFP | | | | |
| | Travel must be approved, in writing, prior to performance and in accordance with the PWS. Allowable travel expenses will be reimbursed in accordance with FAR 31.405-6. | | | | |
| | Period of Performance: January 11, 2020 - January 10, 2021 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

| | |
|---------|-----------------------|
| NET AMT | \$2,500,000.00 (EST.) |
|---------|-----------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|-------------|-----------------|
| 1004 | | 1 | Lot | \$80,000.00 | \$80,000.00 EST |

OPTION

Other Direct Costs (ODCs)

FFP

The contractor shall obtain ODCs at the most advantageous prices available to the Government. ODCs shall be authorized, in writing, prior to purchase. Software or hardware are not to be purchased under the ODCs CLIN.

Period of Performance: January 11, 2020 - January 10, 2021

FOB: Destination

PSC CD: D308

NET AMT

\$80,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 1005 | | 1 | Lot | | \$0.00 |

OPTION

Data - Not Separately Priced (NSP)

FFP

Period of Performance: January 11, 2020 - January 10, 2021

FOB: Destination

PSC CD: D308

NET AMT

\$0.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------------|------------------|
| 2001 | | 1 | Lot | \$138,000,000.00 | \$138,000,000.00 |
| OPTION | Microsoft Premier Support - Labor FFP Labor for Microsoft Premier Support in accordance with the Performance Work Statement (PWS) in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. | | | | |
| | Period of Performance: January 11, 2021 - January 10, 2022 FOB: Destination PSC CD: D308 | | | | |

| | |
|---------|------------------|
| NET AMT | \$138,000,000.00 |
|---------|------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------------|----------------------|
| 2002 | | 1 | Lot | \$211,420,000.00 | \$211,420,000.00 EST |
| OPTION | MS Product Eng Svcs - Consulting Labor FFP Labor for Microsoft Product Engineering Services in accordance with the PWS in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. | | | | |
| | Period of Performance: January 11, 2021 - January 10, 2022 FOB: Destination PSC CD: D308 | | | | |

| | |
|---------|-------------------------|
| NET AMT | \$211,420,000.00 (EST.) |
|---------|-------------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------------------|
| 2003 | | 1 | Lot | \$2,500,000.00 | \$2,500,000.00 EST |
| OPTION | Travel FFP | | | | |
| | Travel must be approved, in writing, prior to performance and in accordance with the PWS. Allowable travel expenses will be reimbursed in accordance with FAR 31.405-6. | | | | |
| | Period of Performance: January 11, 2021 - January 10, 2022 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

| | |
|---------|-----------------------|
| NET AMT | \$2,500,000.00 (EST.) |
|---------|-----------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------|-----------------|
| 2004 | | 1 | Lot | \$80,000.00 | \$80,000.00 EST |
| OPTION | Other Direct Costs (ODCs) FFP | | | | |
| | The contractor shall obtain ODCs at the most advantageous prices available to the Government. ODCs shall be authorized, in writing, prior to purchase. Software or hardware are not to be purchased under the ODCs CLIN. | | | | |
| | Period of Performance: January 11, 2021 - January 10, 2022 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

| | |
|---------|--------------------|
| NET AMT | \$80,000.00 (EST.) |
|---------|--------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 2005 OPTION | Data - Not Separately Priced (NSP) FFP Period of Performance: January 11, 2021 - January 10, 2022 FOB: Destination PSC CD: D308 | 1 | Lot | | NSP |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------------|----------------------|
| 3001 OPTION | Microsoft Premier Support - Labor FFP Labor for Microsoft Premier Support in accordance with the Performance Work Statement (PWS) in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. Period of Performance: January 11, 2022 - January 10, 2023 FOB: Destination PSC CD: D308 | 1 | Lot | \$141,000,000.00 | \$141,000,000.00 EST |

NET AMT

\$141,000,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------------|----------------------|
| 3002 | | 1 | Lot | \$215,420,000.00 | \$215,420,000.00 EST |
| OPTION | MS Product Eng Svcs - Consulting Labor FFP | | | | |
| | Labor for Microsoft Product Engineering Services in accordance with the PWS in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. | | | | |
| | Period of Performance: January 11, 2022 - January 10, 2023 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

| | |
|---------|-------------------------|
| NET AMT | \$215,420,000.00 (EST.) |
|---------|-------------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------------------|
| 3003 | | 1 | Lot | \$2,500,000.00 | \$2,500,000.00 EST |
| OPTION | Travel FFP | | | | |
| | Travel must be approved, in writing, prior to performance and in accordance with the PWS. Allowable travel expenses will be reimbursed in accordance with FAR 31.405-6. | | | | |
| | Period of Performance: January 11, 2022 - January 10, 2023 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

| | |
|---------|-----------------------|
| NET AMT | \$2,500,000.00 (EST.) |
|---------|-----------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|-------------|-----------------|
| 3004 | | 1 | Lot | \$80,000.00 | \$80,000.00 EST |

OPTION

Other Direct Costs (ODCs)

FFP

The contractor shall obtain ODCs at the most advantageous prices available to the Government. ODCs shall be authorized, in writing, prior to purchase. Software or hardware are not to be purchased under the ODCs CLIN.

Period of Performance: January 11, 2022 - January 10, 2023

FOB: Destination

PSC CD: D308

NET AMT

\$80,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 3005 | | 1 | Lot | | NSP |

OPTION

Data - Not Separately Priced (NSP)

FFP

Period of Performance: January 11, 2022 - January 10, 2023

FOB: Destination

PSC CD: D308

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------------|----------------------|
| 4001 | | 1 | Lot | \$144,000,000.00 | \$144,000,000.00 EST |
| OPTION | Microsoft Premier Support - Labor FFP Labor for Microsoft Premier Support in accordance with the Performance Work Statement (PWS) in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. Period of Performance: January 11, 2023 - January 10, 2024 FOB: Destination PSC CD: D308 | | | | |

NET AMT \$144,000,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------------|----------------------|
| 4002 | | 1 | Lot | \$219,420,000.00 | \$219,420,000.00 EST |
| OPTION | MS Product Eng Svcs - Consulting Labor FFP Labor for Microsoft Product Engineering Services in accordance with the PWS in Section C and subsequent task orders for Base Year. Refer to Section B for Labor Rate Tables. Period of Performance: January 11, 2023 - January 10, 2024 FOB: Destination PSC CD: D308 | | | | |

NET AMT \$219,420,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------------------|
| 4003 | | 1 | Lot | \$2,500,000.00 | \$2,500,000.00 EST |
| OPTION | Travel | | | | |
| | FFP | | | | |
| | Travel must be approved, in writing, prior to performance and in accordance with the PWS. Allowable travel expenses will be reimbursed in accordance with FAR 31.405-6. | | | | |
| | Period of Performance: January 11, 2023 - January 10, 2024 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

NET AMT \$2,500,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------|-----------------|
| 4004 | | 1 | Lot | \$80,000.00 | \$80,000.00 EST |
| OPTION | Other Direct Costs (ODCs) | | | | |
| | FFP | | | | |
| | The contractor shall obtain ODCs at the most advantageous prices available to the Government. ODCs shall be authorized, in writing, prior to purchase. Software or hardware are not to be purchased under the ODCs CLIN. | | | | |
| | Period of Performance: January 11, 2023 - January 10, 2024 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

NET AMT \$80,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 4005 | | 1 | Lot | | NSP |
| OPTION | Data - Not Separately Priced (NSP) | | | | |
| | FFP | | | | |
| | Period of Performance: January 11, 2023 - January 10, 2024 | | | | |
| | FOB: Destination | | | | |
| | PSC CD: D308 | | | | |

NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|------------------|----------------|------------------|--------------------|
| 1.00 | \$10,000.00 | 1,760,000,000.00 | \$1,760,000,000.00 |

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|------------------|----------------|------------------|------------------|
| | \$10,000.00 | | \$100,000,000.00 |

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

| CLIN | MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|------|---------------------|-------------------|---------------------|-------------------|
| 0001 | | \$ | | \$ |
| 0002 | | \$ | | \$ |
| 0003 | | \$ | | \$ |
| 0004 | | \$ | | \$ |
| 0005 | | \$ | | \$ |
| 1001 | | \$ | | \$ |
| 1002 | | \$ | | \$ |
| 1003 | | \$ | | \$ |
| 1004 | | \$ | | \$ |
| 1005 | | \$ | | \$ |
| 2001 | | \$ | | \$ |
| 2002 | | \$ | | \$ |
| 2003 | | \$ | | \$ |
| 2004 | | \$ | | \$ |
| 2005 | | \$ | | \$ |
| 3001 | | \$ | | \$ |
| 3002 | | \$ | | \$ |
| 3003 | | \$ | | \$ |
| 3004 | | \$ | | \$ |
| 3005 | | \$ | | \$ |
| 4001 | | \$ | | \$ |
| 4002 | | \$ | | \$ |
| 4003 | | \$ | | \$ |
| 4004 | | \$ | | \$ |
| 4005 | | \$ | | \$ |

LABOR RATES AND CATEGORIES
MINIMUM AND MAXIMUM AMOUNTS

(a) This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract utilizing Firm-Fixed Price (FFP), task orders in accordance with the Federal Acquisition Regulation (FAR) Subpart 16.5 Indefinite-Delivery Contracts. The guaranteed minimum amount is \$10,000 and the maximum amount will not exceed \$1,760,000,000 for this contract.

(b) Task Orders will be awarded in accordance with Addendum1 of FAR 52.212-4 of this solicitation.

PRICING OF TASK ORDERS

(a) All task orders awarded pursuant to this contract will be priced in accordance with the pricing in this schedule. The labor rates in this section reflect the fully burdened rates for each labor category and will apply to all direct labor hours.

(b) FFP Rates - The contractor shall be required to furnish personnel. Office space and required equipment and supplies will be provided by the Government.

(c) As defined in section (d)(2) below, the Contractor shall not be compensated directly for contract level Program Management support, to include labor category Program Manager support. Contract level Program Management support shall be included in the fully burdened hourly rates. These rates also include all management reports required by this Contract. There may be program management support required at the task order level for which the Contractor will be compensated in accordance with the payment terms of the task order, thus being supported under the Program Manager labor category.

(d) The proposed labor categories and Other Direct Costs (ODCs) mark up rates submitted by the contractor required for performance under this contract are to be submitted in the labor and ODC tables shown below.

(1) Labor. The following Labor Rate Tables represent fully-loaded hourly rates for each skill classification. The fully-burdened labor rates shall include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates shall include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials, overtime, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan.

(2) Program Management Support Costs. Contract-level program management support costs are included as a percentage of each individual labor category rate, and encompass support for contract-level management, reporting requirements and related travel and meeting attendance costs associated with the contractor's program management staff, as it relates to overall management of the program. As a result, these program management support costs are allocated among all task orders issued under this contract. These "program management" support costs are differentiated from individual task order "Task Order Manager" support costs, which are billed as hourly labor rates against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order level for labor hours in the "Task Order Manager" category, to specifically support program or project management for the task order.

(3) ODCs. ODCs consist of materials (except for hardware and software) and task order-related travel costs, i.e., relocation and temporary duty (TDY) to include travel, lodging and meals. A mark-up percentage for associated indirect loadings may be applied to the ODCs. The negotiated mark-up percentages shall be fixed for the duration of the contract. These percentages shall be indicated on each Labor Rate Table under the ODCs and the rationale driving the mark-up percentage requested. The cost of general-purpose items required for the conduct of the contractor's normal business operations will not be considered an allowable ODC in the performance of this contract.

(e). Labor rates are fixed for the life of the contract and may not be increased during the life of this contract. However, the contractor may submit a proposal reducing the fixed labor rates and mark-up percentages at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the labor rate tables.

(f). At the request of either the contractor or the Government, the contractor may throughout the life of the contract propose additional labor categories, rates and descriptions in addition to the established labor categories, rates and descriptions that the contractor believes will be required to support requirements of this contract. These additional categories, rates and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the Government that they are necessary for the scope of the effort, and the prices are considered fair and reasonable, will be incorporated into the Labor Rate Tables.

(g) Cost proposals submitted in response to task order proposal requests during the life of the contract shall be submitted in Microsoft Excel with no hidden or locked cells.

LABOR RATE TABLES AND CATEGORIES

The following Labor Rate Tables represent fully-loaded hourly labor rates for each skill classification.

MICROSOFT PREMIER SUPPORT (MPS) LABOR RATE TABLES

| MPS Labor Rate Table Base Period - 0001 | | |
|--|--|-------------|
| | Labor Category | Rate |
| 01 | Support Account Management (SAM) - Cleared: A minimum of 200 hours is required per task order. Additional hours can be purchased to customize support. | \$246 |
| 02 | US National Program (USNAT) - A minimum of 40 hours is required per task order. | \$261 |
| 03 | Designated Support Engineering (DSE)– Cleared resource for specified technologies. The minimum purchase per technology is 400 hours. The total number of Designated Support hours across all technologies cannot exceed 400%, or four (4) times, the total Support Account Management hours purchased. Additional DSE hours can be purchased to customize support. | \$283 |
| 04 | Application Development Manager (ADM) – A minimum purchase of 400 hours. | \$278 |
| 05 | Hardship Duty Zone deployed Support Account Manager | \$276 |
| 06 | Hardship Duty Zone deployed Designated Support Engineer | \$306 |
| 07 | Hostile Zone deployed Support Account Manager | \$323 |

| | | |
|----|---|-------|
| 08 | Hostile Zone deployed Designated Support Engineer | \$360 |
|----|---|-------|

The rates applied to perform the fixed price task order or a task order modification for additional funding will be either the rates defined herein or Microsoft’s current Public Sector Catalog Price List rates, whichever are less.

| MPS Labor Rate Table Option Year 1 - 1001 | | |
|--|--|-------------|
| Cat No. | Labor Category | Rate |
| 01 | Support Account Management (SAM) - Cleared: A minimum of 200 hours is required per task order. Additional hours can be purchased to customize support. | \$253 |
| 02 | US National Program (USNAT) - A minimum of 40 hours is required per task order. | \$269 |
| 03 | Designated Support Engineering (DSE)– Cleared resource for specified technologies. The minimum purchase per technology is 400 hours. The total number of Designated Support hours across all technologies cannot exceed 400%, or four (4) times, the total Support Account Management hours purchased. Additional DSE hours can be purchased to customize support. | \$291 |
| 04 | Application Development Manager (ADM) – A minimum purchase of 400 hours. | \$286 |
| 05 | Hardship Duty Zone deployed Support Account Manager | \$284 |
| 06 | Hardship Duty Zone deployed Designated Support Engineer | \$315 |
| 07 | Hostile Zone deployed Support Account Manager | \$333 |
| 08 | Hostile Zone deployed Designated Support Engineer | \$371 |

The rates applied to perform the fixed price task order or a task order modification for additional funding will be either the rates defined herein or Microsoft’s current Public Sector Catalog Price List rates, whichever are less.

| MPS Labor Rate Table Option Year 2 - 2001 | | |
|--|--|-------------|
| Cat No. | Labor Category | Rate |
| 01 | Support Account Management (SAM) - Cleared: A minimum of 200 hours is required per task order. Additional hours can be purchased to customize support. | \$261 |
| 02 | US National Program (USNAT) - A minimum of 40 hours is required per task order. | \$277 |

| MPS Labor Rate Table Option Year 2 - 2001 | | |
|--|--|-------------|
| Cat No. | Labor Category | Rate |
| 03 | Designated Support Engineering (DSE)– Cleared resource for specified technologies. The minimum purchase per technology is 400 hours. The total number of Designated Support hours across all technologies cannot exceed 400%, or four (4) times, the total Support Account Management hours purchased. Additional DSE hours can be purchased to customize support. | \$ 300 |
| 04 | Application Development Manager (ADM) – A minimum purchase of 400 hours. | \$295 |
| 05 | Hardship Duty Zone deployed Support Account Manager | \$293 |
| 06 | Hardship Duty Zone deployed Designated Support Engineer | \$324 |
| 07 | Hostile Zone deployed Support Account Manager | \$343 |
| 08 | Hostile Zone deployed Designated Support Engineer | \$382 |

The rates applied to perform the fixed price task order or a task order modification for additional funding will be either the rates defined herein or Microsoft's current Public Sector Catalog Price List rates, whichever are less.

| MPS Labor Rate Table Option Year 3 - 3001 | | |
|--|--|-------------|
| Cat No. | Labor Category | Rate |
| 01 | Support Account Management (SAM) - Cleared: A minimum of 200 hours is required per task order. Additional hours can be purchased to customize support. | \$269 |
| 02 | US National Program (USNAT) - A minimum of 40 hours is required per task order. | \$285 |
| 03 | Designated Support Engineering (DSE)– Cleared resource for specified technologies. The minimum purchase per technology is 400 hours. The total number of Designated Support hours across all technologies cannot exceed 400%, or four (4) times, the total Support Account Management hours purchased. Additional DSE hours can be purchased to customize support. | \$309 |
| 04 | Application Development Manager (ADM) – A minimum purchase of 400 hours. | \$304 |
| 05 | Hardship Duty Zone deployed Support Account Manager | \$302 |
| 06 | Hardship Duty Zone deployed Designated Support | \$334 |

| MPS Labor Rate Table Option Year 3 - 3001 | | |
|--|---|-------------|
| Cat No. | Labor Category | Rate |
| | Engineer | |
| 07 | Hostile Zone deployed Support Account Manager | \$353 |
| 08 | Hostile Zone deployed Designated Support Engineer | \$393 |

The rates applied to perform the fixed price task order or a task order modification for additional funding will be either the rates defined herein or Microsoft's current Public Sector Catalog Price List rates, whichever are less.

| MPS Labor Rate Table Option Year 4 - 4001 | | |
|--|--|-------------|
| Cat No. | Labor Category | Rate |
| 01 | Support Account Management (SAM) - Cleared: A minimum of 200 hours is required per task order. Additional hours can be purchased to customize support. | \$277 |
| 02 | US National Program (USNAT) - A minimum of 40 hours is required per task order. | \$294 |
| 03 | Designated Support Engineering (DSE)– Cleared resource for specified technologies. The minimum purchase per technology is 400 hours. The total number of Designated Support hours across all technologies cannot exceed 400%, or four (4) times, the total Support Account Management hours purchased. Additional DSE hours can be purchased to customize support. | \$318 |
| 04 | Application Development Manager (ADM) – A minimum purchase of 400 hours. | \$313 |
| 05 | Hardship Duty Zone deployed Support Account Manager | \$311 |
| 06 | Hardship Duty Zone deployed Designated Support Engineer | \$344 |
| 07 | Hostile Zone deployed Support Account Manager | \$364 |
| 08 | Hostile Zone deployed Designated Support Engineer | \$405 |

The rates applied to perform the fixed price task order or a task order modification for additional funding will be either the rates defined herein or Microsoft's current Public Sector Catalog Price List rates, whichever are less.

Hostile and Hardship Duty Zones are defined in the following:

Hostile Zone: Commonly referred to as a combat zone (e.g. Afghanistan or Iraq) where military personnel typically receive "Imminent Danger" pay.

Hardship Duty Zone: A zone that is considered hazardous duty by the Department of State (e.g. Bahrain or Kuwait). Typically, a military base overseas with austere conditions, but also deployed aboard U.S. Navy ships in specified zones.

| MPES Labor Rate Table Base Period – CLIN 0002 | | |
|--|---|-------------|
| Cat No. | Labor Category | Rate |
| 1 | Digital Architect | \$324 |
| 2 | Solution Architect | \$324 |
| 3 | Principal Consultant | \$311 |
| 4 | Senior Consultant | \$298 |
| 5 | Consultant | \$269 |
| 6 | Associate Consultant | \$236 |
| 7 | Account Delivery Executive | \$286 |
| 8 | Senior Project Manager | \$298 |
| 9 | Project Manager | \$286 |
| 10 | Digital Architect (Hardship Duty Zone) | \$346 |
| 11 | Solution Architect (Hardship Duty Zone) | \$346 |
| 12 | Principal Consultant (Hardship Duty Zone) | \$328 |
| 13 | Senior Consultant (Hardship Duty Zone) | \$312 |
| 14 | Consultant (Hardship Duty Zone) | \$283 |
| 15 | Associate Consultant (Hardship Duty Zone) | \$255 |
| 16 | Account Delivery Executive (Hardship Duty Zone) | \$301 |
| 17 | Project Manager (Hardship Duty Zone) | \$301 |
| 18 | Digital Architect (Hostile Zone) | \$406 |
| 19 | Solution Architect (Hostile Zone) | \$406 |
| 20 | Principal Consultant (Hostile Zone) | \$385 |
| 21 | Senior Consultant (Hostile Zone) | \$365 |
| 22 | Consultant (Hostile Zone) | \$331 |
| 23 | Associate Consultant (Hostile Zone) | \$299 |
| 24 | Account Delivery Executive (Hostile Zone) | \$353 |
| 25 | Project Manager (Hostile Zone) | \$353 |

The rates applied to perform the Fixed Price task order or a modification for additional funding will be either the rates defined herein or Microsoft's then current Public Sector Catalog Price List rates, whichever are less.

| MPES Labor Rate Table Option Year 1 – CLIN 1002 | | |
|--|-----------------------|-------------|
| Cat No. | Labor Category | Rate |
| 1 | Digital Architect | \$334 |
| 2 | Solution Architect | \$334 |
| 3 | Principal Consultant | \$320 |
| 4 | Senior Consultant | \$307 |
| 5 | Consultant | \$277 |
| 6 | Associate Consultant | \$243 |

| MPES Labor Rate Table Option Year 1 – CLIN 1002 | | |
|--|---|-------------|
| Cat No. | Labor Category | Rate |
| 7 | Account Delivery Executive | \$295 |
| 8 | Senior Project Manager | \$307 |
| 9 | Project Manager | \$295 |
| 10 | Digital Architect (Hardship Duty Zone) | \$356 |
| 11 | Solution Architect (Hardship Duty Zone) | \$356 |
| 12 | Principal Consultant (Hardship Duty Zone) | \$338 |
| 13 | Senior Consultant (Hardship Duty Zone) | \$321 |
| 14 | Consultant (Hardship Duty Zone) | \$291 |
| 15 | Associate Consultant (Hardship Duty Zone) | \$263 |
| 16 | Account Delivery Executive (Hardship Duty Zone) | \$310 |
| 17 | Project Manager (Hardship Duty Zone) | \$310 |
| 18 | Digital Architect (Hostile Zone) | \$418 |
| 19 | Solution Architect (Hostile Zone) | \$418 |
| 20 | Principal Consultant (Hostile Zone) | \$397 |
| 21 | Senior Consultant (Hostile Zone) | \$376 |
| 22 | Consultant (Hostile Zone) | \$341 |
| 23 | Associate Consultant (Hostile Zone) | \$308 |
| 24 | Account Delivery Executive (Hostile Zone) | \$364 |
| 25 | Project Manager (Hostile Zone) | \$364 |

The rates applied to perform the Fixed Price task order or a modification for additional funding will be either the rates defined herein or Microsoft's then current Public Sector Catalog Price List rates, whichever are less.

| MPES Labor Rate Table Option Year 2 – CLIN 2002 | | |
|--|---|-------------|
| Cat No. | Labor Category | Rate |
| 1 | Digital Architect | \$344 |
| 2 | Solution Architect | \$344 |
| 3 | Principal Consultant | \$330 |
| 4 | Senior Consultant | \$316 |
| 5 | Consultant | \$285 |
| 6 | Associate Consultant | \$250 |
| 7 | Account Delivery Executive | \$303 |
| 8 | Senior Project Manager | \$316 |
| 9 | Project Manager | \$303 |
| 10 | Digital Architect (Hardship Duty Zone) | \$367 |
| 11 | Solution Architect (Hardship Duty Zone) | \$367 |
| 12 | Principal Consultant (Hardship Duty Zone) | \$348 |
| 13 | Senior Consultant (Hardship Duty Zone) | \$331 |
| 14 | Consultant (Hardship Duty Zone) | \$300 |
| 15 | Associate Consultant (Hardship Duty Zone) | \$271 |
| 16 | Account Delivery Executive (Hardship Duty Zone) | \$319 |

| MPES Labor Rate Table Option Year 2 – CLIN 2002 | | |
|--|---|-------------|
| Cat No. | Labor Category | Rate |
| 17 | Project Manager (Hardship Duty Zone) | \$319 |
| 18 | Digital Architect (Hostile Zone) | \$430 |
| 19 | Solution Architect (Hostile Zone) | \$430 |
| 20 | Principal Consultant (Hostile Zone) | \$409 |
| 21 | Senior Consultant (Hostile Zone) | \$387 |
| 22 | Consultant (Hostile Zone) | \$351 |
| 23 | Associate Consultant (Hostile Zone) | \$317 |
| 24 | Account Delivery Executive (Hostile Zone) | \$375 |
| 25 | Project Manager (Hostile Zone) | \$375 |

The rates applied to perform the Fixed Price task order or a modification for additional funding will be either the rates defined herein or Microsoft's then current Public Sector Catalog Price List rates, whichever are less.

| MPES Labor Rate Table Option Year 3 – CLIN 3002 | | |
|--|---|-------------|
| Cat No. | Labor Category | Rate |
| 1 | Digital Architect | \$354 |
| 2 | Solution Architect | \$354 |
| 3 | Principal Consultant | \$340 |
| 4 | Senior Consultant | \$326 |
| 5 | Consultant | \$294 |
| 6 | Associate Consultant | \$258 |
| 7 | Account Delivery Executive | \$313 |
| 8 | Senior Project Manager | \$326 |
| 9 | Project Manager | \$313 |
| 10 | Digital Architect (Hardship Duty Zone) | \$378 |
| 11 | Solution Architect (Hardship Duty Zone) | \$378 |
| 12 | Principal Consultant (Hardship Duty Zone) | \$358 |
| 13 | Senior Consultant (Hardship Duty Zone) | \$341 |
| 14 | Consultant (Hardship Duty Zone) | \$309 |
| 15 | Associate Consultant (Hardship Duty Zone) | \$279 |
| 16 | Account Delivery Executive (Hardship Duty Zone) | \$329 |
| 17 | Project Manager (Hardship Duty Zone) | \$329 |
| 18 | Digital Architect (Hostile Zone) | \$443 |
| 19 | Solution Architect (Hostile Zone) | \$443 |
| 20 | Principal Consultant (Hostile Zone) | \$421 |
| 21 | Senior Consultant (Hostile Zone) | \$399 |
| 22 | Consultant (Hostile Zone) | \$361 |
| 23 | Associate Consultant (Hostile Zone) | \$326 |
| 24 | Account Delivery Executive (Hostile Zone) | \$386 |
| 25 | Project Manager (Hostile Zone) | \$386 |

The rates applied to perform the Fixed Price task order or a modification for additional funding will be either the rates defined herein or Microsoft's then current Public Sector Catalog Price List rates, whichever are less.

| MPES Labor Rate Table Option Year 4 – CLIN 4002 | | |
|--|---|-------------|
| Cat No. | Labor Category | Rate |
| 1 | Digital Architect | \$365 |
| 2 | Solution Architect | \$365 |
| 3 | Principal Consultant | \$350 |
| 4 | Senior Consultant | \$335 |
| 5 | Consultant | \$303 |
| 6 | Associate Consultant | \$266 |
| 7 | Account Delivery Executive | \$322 |
| 8 | Senior Project Manager | \$335 |
| 9 | Project Manager | \$322 |
| 10 | Digital Architect (Hardship Duty Zone) | \$389 |
| 11 | Solution Architect (Hardship Duty Zone) | \$389 |
| 12 | Principal Consultant (Hardship Duty Zone) | \$369 |
| 13 | Senior Consultant (Hardship Duty Zone) | \$351 |
| 14 | Consultant (Hardship Duty Zone) | \$318 |
| 15 | Associate Consultant (Hardship Duty Zone) | \$287 |
| 16 | Account Delivery Executive (Hardship Duty Zone) | \$339 |
| 17 | Project Manager (Hardship Duty Zone) | \$339 |
| 18 | Digital Architect (Hostile Zone) | \$456 |
| 19 | Solution Architect (Hostile Zone) | \$456 |
| 20 | Principal Consultant (Hostile Zone) | \$434 |
| 21 | Senior Consultant (Hostile Zone) | \$411 |
| 22 | Consultant (Hostile Zone) | \$372 |
| 23 | Associate Consultant (Hostile Zone) | \$336 |
| 24 | Account Delivery Executive (Hostile Zone) | \$398 |
| 25 | Project Manager (Hostile Zone) | \$398 |

The rates applied to perform the Fixed Price task order or a modification for additional funding will be either the rates defined herein or Microsoft's then current Public Sector Catalog Price List rates, whichever are less.

Microsoft Product Engineering Services (MPES) Labor Category Descriptions

Digital Architect (DA)

- Plan, orchestrate and perform execution oversight of strategic digital transformation plans
- Play a central role in the development and delivery of an integrated transformation strategy
- Support the development and delivery plan to further predictable, healthy business results
- Track and take steps to accelerate business value realized from digital transformation programs
- Create strong partnerships to develop strategic and innovative solutions to accelerate transformation
- Use a collaborative and relationship-based approach to dream, design and deliver the digital transformation program of change
- Drives solutions/design wins by performing governance across the portfolio to further quality outcomes

- Key driver of enabling new business models, remove barriers and bring market trends to senior leadership teams to enable a shared vision of digital transformation and journey

General Experience: Five to twenty years demonstrated performance in a breadth of technologies and related business operations. Experienced in topics such as cloud technologies, business integration, large-scale systems, and transformation processes. Industry experience to challenge the status quo and bring innovation, ideation, and spark divergent thinking within organizational environments.

Functional Responsibilities: Works closely with Microsoft Account Delivery Executive as the Microsoft advocate and sole or shared technical lead to guide customers as they re-imagine and document their end-to-end digital transformation journey in line with the current capabilities and future directions of Microsoft products.

Education: Bachelor's Degree and Master's Degree or industry equivalent experience.

Solution Architect (SA)

- Work with customer and project team to develop and gain consensus on Vision Scope
- Contribute to review of customer tasks and development of MCS strategic approaches
- Direct the activities of Principal Consultants, Senior Consultants, Consultants, Associate Consultants, and partner resources
- Lead role in delivering technical presentations to customer
- Participate in delivering technical presentations to customer staff
- Participate in design review of information systems
- Participate in project staffing decisions
- Participate in strategic planning sessions with MCS Technical project lead(s) and customer staff
- Perform Total Cost of Ownership (TCO) analysis
- Provide key link to Microsoft technology groups
- Provide quality assurance review of engagement process and deliverables
- Participate in design and architecture of complex enterprise systems
- Focus on one or more key lifecycle segments: opportunity, delivery, or operations. Depth architecture specialties may include enterprise, industry, platform and solutions
- Key deliverables and associated activities may include:
 - Enterprise, Platform, Industry, and Solution Architectural Guidance
 - Work with customers to align technology to their business opportunities, identify solution system interfaces, constraints, scope, cost, risks and value, document business, information, application and technology aspects of approach
 - Successful Solution Deployments, Business Value and Customer/Partner Satisfaction
 - Provide quality assurance over both sales opportunities and project delivery, make go/no-go decisions on technical approaches, engage and lead Microsoft and partner resources
 - Operational Excellence and Innovation
 - Drive IP development and reuse initiatives, drive best practices, architectural awareness initiatives
 - Business Strategy and Solutions
 - Provide technical guidance to develop business and market solutions and strategies, align with and support Microsoft product and strategy teams

General Experience: Five to twenty years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and applications design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Functional Responsibilities: Works closely with Microsoft Account Delivery Executive and/or Microsoft Project Manager as the Microsoft advocate and sole or shared technical lead. Enable development, analysis, deployment,

and/or solution to remain on schedule and in line with the current capabilities and future directions of Microsoft products.

Education: Bachelor's Degree and Master's Degree or industry equivalent experience.

Principal Consultant

- Contribute to review of customer tasks and development of MCS strategic approaches
- Direct the activities of Senior Consultants, Consultants and Associate Consultants
- Lead role in delivering technical presentations to customer
- Meet/interview customer to capture specific requirements in concise format
- Participate in delivering technical presentations to customer staff
- Participate in design of information systems
- Participate in project staffing decisions
- Participate in strategic planning sessions with MCS technical project lead(s) and customer staff
- Perform Total Cost of Ownership (TCO) analysis
- Provide key link to Microsoft technology groups
- Provide quality assurance review of engagement process and deliverables
- Provide technical knowledge in designing and architecting systems

General Experience: Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, cloud technologies, cross-platform integration and large-scale, complex systems and applications design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Functional Responsibilities: Works closely with Microsoft Account Delivery Executive and/or Microsoft Project Manager as the Microsoft advocate and sole or shared Technical lead. Enable development, analysis, deployment, and/or solution to remain on schedule and in line with the current capabilities and future directions of Microsoft products.

Education: Bachelor's or Master's degree or industry equivalent experience.

Senior Consultant

- Analyze technical requirements and develop effective technical solutions
- Direct the activities of other Senior Consultants, Consultants and Associate Consultants
- Lead role in conceiving architectural designs
- Lead role in current environment assessment
- Lead and participate in delivering technical presentations to customer
- Manage specific tasks including directing the efforts of selected MCS and customer staff
- Meet/interview customer to capture specific requirements in concise format
- Participate in design of information systems
- Perform in the role of Enterprise or Partner Strategy Consultant
- Perform Total Cost of Ownership (TCO) Analysis
- Provide key link to Microsoft technology groups
- Provide leadership and guidance to support the implementation of large systems including methodology, design approaches, and architectural and engineering considerations
- Provide quality assurance review of engagement processes and deliverables
- Serve as technical project lead
- Work with customer staff to implement customer technology (e.g. testing, documentation, user expectations)

General Experience: Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, cloud technologies, cross-platform integration and large-scale, complex systems design

and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Functional Responsibilities: Lead Microsoft advocate and technical lead. Enable development, analysis, deployment, and/or solution to remain on schedule and in line with the current capabilities and future directions of Microsoft products.

Education: Bachelor's or Master's degree or industry equivalent experience.

Consultant

- Analyze technical requirements and develop effective technical solutions
- Assist in conceiving architectural designs
- Assist in delivering technical presentations to customer staff
- Assist in the implementation of large systems including methodology, design approaches, and architectural and engineering considerations
- Design and write code as required for selected customer systems
- Assist in infrastructure design and deployment activities
- Develop documentation on selected customer systems and objectives
- Meet/interview customer to capture specific requirements in concise format
- Perform in the role of Enterprise or Partner Strategy Consultant
- Provide key link to Microsoft technology groups
- Serve as technical project lead
- Work with customer staff to implement customer technology (e.g. testing, documentation, user expectations)
- Work with customer staff to support technical strategy and control objectives

General Experience: Five plus years demonstrated performance in related technology. Experienced in topics such as complex networks, cloud technologies, cross-platform integration and large-scale, complex systems design and implementation. Microsoft will have formally trained this individual in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.

Functional Responsibilities: Works closely with Microsoft Account Delivery Executive and/or Microsoft Project Manager as the Microsoft advocate and sole or shared Technical lead. Enable development, analysis, deployment, and/or solution to remain on schedule and in line with the current capabilities and future directions of Microsoft products.

Education: Bachelor's degree or industry equivalent experience.

Associate Consultant

- Assist in delivering technical presentations to customer staff
- Design and write code as required for selected customer systems
- Assist in infrastructure design and deployment activities
- Develop documentation on selected customer systems and objectives
- Directly involved in the hands-on implementation of customer systems
- Provide technical writing and documentation support
- Work with customer staff personnel to support technical strategy and control objectives

General Experience: One to five years demonstrated performance or internship in related technology. Experienced in topic such complex networks, cross-platform integration and large-scale, complex systems design and implementation. Microsoft will have formally trained this individual in product futures, and relevant Certified Training associated with Microsoft's products.

Functional Responsibilities: Works to support the Microsoft Account Delivery Executive and/or Microsoft Project Manager. Enable development, analysis, deployment and/or solution to remain on schedule and in line with the current capabilities and future directions of Microsoft products.

Education: Bachelor's degree or industry equivalent experience.

Account Delivery Executive (ADE)

- Coordinate development and delivery of MCS proposals and project deliverables in response to customer tasking requirements
- Work with customer and project team to develop and gain consensus on Vision Scope
- Direct the activities of Principal Consultants, Senior Consultants, Consultants, Associate Consultants, and Microsoft partners in the technical and project performance of the engagement
- Makes project scheduling decisions
- Participate in project staffing decisions
- Participate in strategic planning sessions with MCS Technical Project team and customer staff
- Provide key link to Microsoft leadership including feedback of customer issues
- Provide quality assurance review of engagement processes and deliverables
- Manage engagements for a particular service line by account, geography or other delineation within a region

Responsible for customer satisfaction for services line, partner satisfaction, revenue of project, profitability, optimal burn rate, intellectual capital engagement framework, personal utilization & consultant feedback

General Experience: Five to fifteen years demonstrated performance in related technology and business management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Functional Responsibilities: Lead Microsoft business contact for customers. Coordinates and schedules project resources. Enable development, analysis, deployment and/or solution to remain on schedule and in line with the current capabilities and future directions of Microsoft products.

Education: Bachelor's or Master's degree or industry equivalent experience.

Project Manager (PM)

- The Project Manager is responsible for overseeing the delivery of a product/service/solution and associated resources within the constraints of schedule, features/functionality, and budget during one or more key lifecycle segments: opportunity, delivery or operations
- Manages key deliverables and associated project activities
- Strong business development skills in needs requirements and business case for projects, strong cross-group collaboration with sales, product development, partners and support
- Responsible for planning, executing, and controlling:
 - Scope of project work, work objectives, deliverables, development of duration estimates and schedule, development of cost estimates, performance management of scope, schedule, resources and cost, project infrastructure to support communications and information needs, use and reuse of IP, support practice management in benchmarking and lessons learned to identify best practice and process improvements, continuous management of risk
 - Quality to meet/exceed conditions of satisfaction, thought leader in project management in one or more key lifecycle segments: opportunity, delivery or operations
 - Manages Microsoft technical personnel in execution of project work

General Experience: Five to fifteen years demonstrated performance in related technology and project management. Experienced in business development and managing projects involving complex networks, cross-platform

integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.

Functional Responsibilities: Lead Microsoft business contact for customers. Coordinates and schedules project resources. Enable development, analysis, deployment, and/or solution to remain on schedule and in line with the current capabilities and future directions of Microsoft products.

Education: Bachelor's or Master's degree or industry equivalent experience. Certification by the Project Management Institute (PMI®)

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENTPERFORMANCE WORK STATEMENT (PWS)
FOR
DOD ESI MICROSOFT ENTERPRISE SERVICES (MES)

1. PURPOSE

The purpose of this Department of Defense (DoD) Enterprise Software Initiative (ESI) Agreement is to provide Microsoft Enterprise Services (MES) which includes Microsoft Premier Support (MPS) and Microsoft Product Engineering Services (MPES) to be made available for purchasing to DoD, Intelligence Community*, and U.S. Coast Guard agencies.

2. SCOPE

The scope of this requirement is to provide MES, which delivers MPES and MPS tasks. MPES tasks provide access to software developers and product and cloud engineering teams to leverage a variety of proprietary source code, tools, processes and subject matter experts and consultants. MPS tasks, which comprises a comprehensive 24x7 support solution, enhanced productivity, and technology throughout the IT lifecycle utilizing tools and knowledge bases, service delivery management (support account management), problem resolution assistance from product developers, and resources with direct access rights to developers of Microsoft proprietary products and source code when applicable to support DoD's mission in a rapidly evolving digital environment.

Individual ordering activities will place and administer their respective orders using a Performance Work Statement (PWS), Statement of Objectives (SOO), or other applicable requirements document. Microsoft shall assure the availability of the services listed below.

3. PERIOD AND PLACE OF PERFORMANCE

The period of performance consists of a one-year base period and four (4) one-year options. Ordering under this contract is decentralized; individual Task Orders (TOs) will be placed and administered by the requiring activities. The period of performance for individual TOs issued against this contract will be specified in the orders. Support includes CONUS and OCONUS locations, to include hostile and non-hostile zones. Ordering activity to identify place of performance to include on-site, offsite, or Microsoft approved working locations.

4. PROGRAM MANAGEMENT SUPPORT OBJECTIVES

The Contractor shall provide program management support by cleared, designated, Microsoft services resources. The ADE (Program Manager) shall be responsible for overall delivery of MES within the DoD as needed based on operational, service delivery and management requirements. Additionally, the Contractor shall provide program management support in the form of a designated Microsoft Program Manager who may be required to interact with customer(s) and for overall delivery of Microsoft services within the customer organization. The Program Manager may travel to other local sites as needed based on operational and service delivery and management requirements. Finally, the Program Manager oversees and administers the overall quality assurance, staffing coordination, and acts as a single contact point for all Microsoft services delivered across the organization, while providing quality assurance review of DoD consulting engagement processes and deliverables.

The contractor will be required to provide cleared staff at the Unclassified level up to the Top Secret (TS) level depending upon access restrictions to system information, facility environments, and security classification level of associated work.

5. MICROSOFT PRODUCT ENGINEERING SERVICES (MPES) OBJECTIVES

The Contractor shall provide MPES to include enterprise-wide and organization-specific architectural planning, solution design, infrastructure optimization, implementation, deployment, and consulting knowledge transfer of Microsoft products, cloud technologies, and network solutions to optimize/support DoD customers' specialized

needs. Examples may include the development and use of token-based activation products, design of SharePoint architecture, or Azure migration planning and implementation services. This support will be defined on separate PWS documentation in individual TOs.

5.1 The contractor will be required to provide cleared staff to include the Unclassified level up to the TS level depending upon access restrictions to system applications, system information, servers, government networks (e.g. NIPRNet, SIPRNET, JWICS, CENTRIX, RDT&E, DREN, etc.), facilities, and system applications: to revise, modify, design, access codes, development, apply patches/hotfixes, and any other required access needed to perform work stated in this section.

5.1 The Contractor shall provide custom and packaged services that include, but are not limited to, the following:

- Envisioning
- Planning
- Implementation
- Optimization
- Education
- Architecture

5.2 IT Strategic Enterprise Architecture and Planning Support. The Contractor shall provide support to the DoD with regards to planning, executing, and controlling the following:

- Project work
- work objectives
- deliverables
- development of duration estimates and schedule
- development of cost estimates
- proof of concept/rapid prototyping
- performance management of scope
- schedule
- resources and cost
- project infrastructure to support communications and information needs
- use and reuse of Intellectual Capital
- support practice management in benchmarking
- lessons learned to identify best practice and process improvements
- continuous management of risk and quality to meet conditions of satisfaction
- program management oversight to Consulting Services and MPS direct and virtual teams

5.3 Architecting and Deploying Core Enterprise Infrastructure Technologies Support. The Contractor shall provide the following support:

- Assist DoD customer and project teams to develop and gain consensus on Vision Scope
- Assist DoD with the review of customer tasks and development of Microsoft Consulting Services strategic enterprise approaches
- Assist in developing modern infrastructures based on service-oriented delivery and management capabilities, including Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS)
- Assist DoD with modifying, monitoring, and optimizing changes linked to the technology purchase through workshops, assessments, and monitoring frameworks.
- Support DoD as lead role in delivering Microsoft Consulting Services technical presentations to DoD customers
- Provide certification and accreditation support services in pursuit of Authority to Operate (ATO)

- Support development of security test plans to determine list of applicable STIG requirements;
- Provide assistance reviewing security assessment scans and performing remediation activities where possible Provide mitigation statements for items that cannot be initially remediated due to schedule, cost, or operational functionality impact; and identify and develop ATO package artifacts documentation where needed.

5.4 Enterprise Application Development Project Services Support. The Contractor shall provide the following support:

- Support the overall DoD direction by assisting in defining processes, setting standards and providing Microsoft Consulting Services leadership
- Assist in analyzing technical requirements and developing effective, on-premises, hybrid, and/or cloud technical solutions
- Provide application cloud readiness, migration and remediation support services
- Assist in conceiving architectural designs
- Assist DoD with project scheduling analysis
- Provide consulting project staffing recommendations in support of DoD customers
- Participate in strategic enterprise planning sessions and technical exchange meetings with Consulting Technical Project Manager and DoD customer staff

5.5 Collaboration Design and Deployment of Enterprise Information Services Support. The Contractor shall:

- Provide the DoD with a depth of architecture specialties to include enterprise, industry, platform and solutions, and provide the DoD with key deliverables and associated architectural activities
- Provide enterprise, platform, industry, and Solution Architectural guidance and support
- Assist DoD customers to align technology to their business opportunities, identify solution system interfaces, constraints, scope, cost, risks and value, document business, information, application and technology aspects of the approach
- Assist with successful solution deployments, Business Value and DoD customer/partner satisfaction
- Provide quality assurance over program and project delivery, consult DoD with decisions on IT enterprise infrastructure, on-premises, hybrid, and/or cloud, and technical approaches, and engage and lead consulting and MPS teams
- Assist DoD with enterprise internet protocol development and reuse initiatives, identify best practice and architectural awareness initiatives
- Provide Digital Transformation Services in support of DoD Business Strategy and Solutions
- Provide technical guidance to Consulting and MPS practice management teams, assist in the development of business and market solutions and enterprise strategies, and align with and support DoD and customer teams Strategic Plan and core mission

5.6 Enterprise Suite Design and Deployment Services Support. The Contractor shall provide the following support:

- Utilize Microsoft's Value Realization Framework (VRF), a replacement for Rapid Economic Justification (REJ), to assist in performing a Total Cost of Ownership (TCO) analysis
- Provide key personnel with direct access reachback to Microsoft technology groups
- Analyze DoD technical requirements and assist in developing effective, on-premises, hybrid, mobile, and/or cloud technical solutions
- Designing and writing code for selected DoD customer systems
- Assist in DoD infrastructure and/or cloud design and deployment activities
- Advise and assist DoD customers on establishing rapid application prototype activities
- Assist in conceiving architectural designs
- Support DoD as Lead role in delivering technical presentations to DoD customers

5.7 Cyber Security Services Support. The Contractor shall provide the following support:

- Provide DoD Leadership guidance to support the implementation of large systems, including methodology, design approaches, and architectural infrastructure and engineering considerations
- Assist DoD customer staff to implement cybersecurity strategies and technologies, and implement tools and services to increase resilience, including the Microsoft Security Development Lifecycle (SDL) Process
- Assist in developing intelligence, warning, and operational capabilities to mitigate sophisticated, malicious cyber-attacks

5.8 Cyber Security Incident Response. The Contractor shall provide the following support:

- The Contractor shall provide qualified consultants and “blue-badge” technical subject matter experts (SMEs) to assist the Government in cyber security incident response, network defense response, and cyber resolution support
- The Contractor shall provide assistance for problems with specific symptoms encountered while using Microsoft products or technologies, or where there is a reasonable root-cause by which the problems are caused, or can be mitigated or abated with Microsoft products or technologies

5.9 Industry Enterprise Specific Services Support. The Contractor shall provide the following support:

- Interpret the DoD enterprise strategy and assist in implementing a local plan
- Perform as the support role of Enterprise or Partner Strategy Consultant
- Provide key personnel link to Microsoft technology groups
- Serve as a Technical Project Lead
- Assist DoD customer staff personnel to support technical strategy and control objectives

5.10 Other Specialized Custom Projects Support. The Contractor shall provide the following support:

- Direct the activities of Contractor’s employees by providing Consulting Program Management for customer projects
- Manage Contractor consulting teams that support customer staff
- Participate in strategic enterprise planning sessions with Consulting Technical Project Manager
- Provide key personnel link to Senior Executive Microsoft staff, including their feedback of DoD customer issues
- Leverage consulting services relationships to support DoD and provide leadership to the MPS services teams

5.11 Datacenter and Cloud Infrastructure

The Contractor shall provide datacenter and cloud infrastructure support services to include envisioning, designing, architecting, developing, and deploying datacenter and cloud architectures such as Software-As-A-Service (SAAS), Infrastructure-As-A-Service (IAAS), and Platform-As-A-Service (PAAS). The Contractor will provide the Government with full-time “blue badge” Microsoft employees who have access to Microsoft data center resources, proprietary source code, and internal deployment knowledge that includes Operating System migration. These proprietary resources will offer enhanced technical support, technical expertise, and proactive services to address the needs of the Government running infrastructure and applications in the cloud. Services include, but are not limited to, any combination of the following:

5.11. 1. Secure Infrastructure

- Assessment of the current state architecture and projected high-level design for cloud migration (private, hybrid, or on-premises).
- Private, Hybrid, Public, Community cloud architecture development and deployment in support of business and mission objectives.
- Provides strategies and solutions on infrastructure design, protection, development and deployment.
- Secure Infrastructure Management. Project planning and management including development of roadmaps and documents, system dependency maps, technical reviews, and knowledge transfer.

5.11.2. Data Insights. Envision, architect, develop, and deploy cloud data analytics platform and artificial intelligence capabilities.

- Modern Applications. Envision, assist in developing requirements, code, build, test, and deploy cloud-based (software/application) capabilities.
- Business Productivity. Migrate collaboration and unified communications (instant messaging, presence awareness, and voice) capabilities.
- Secure Infrastructure Management. Project planning and management including development of roadmaps and documents, system dependency maps, technical reviews, and knowledge transfer.

6. MICROSOFT PREMIER SUPPORT (MPS) OBJECTIVES

MPS shall provide support services to include technical support, problem resolution, workshops, strategic guidance and assistance to customers with technical issues pertaining to developing cloud, intranet/internet strategies, prototyping, implementation and development of solutions spanning across infrastructure and application areas. The Contractor shall provide support to the DoD by delivering problem and break-fix resolutions based on the Contractor's ability to reach back to Microsoft Corporate cloud engineering groups, product groups and developers. MPS is designed to help the DoD maximize its investments in Microsoft technologies, reduce risk, accelerate deployment and optimize solutions to meet the customers' requirements. The Contractor shall provide managers to coordinate and initiate support requirements. Additionally, the Contractor shall provide technical issue resolution, which focuses on 24/7 proactive and reactive support for existing solutions which involves sharing best practices for improving IT tactics, techniques, and procedures. The Contractor shall provide reactive support focusing on restoration of services as well as proactive (preventive) services which will assess scalability and configuration issues to avoid necessary downtime. Finally, the Contractor will provide preparatory support for follow-on Microsoft Unified Support programs.

The contractor may be required to provide cleared staff to include the Unclassified level up to the TS level depending upon access restrictions to system applications, system information, servers, government networks (e.g. NIPRNET, SIPRNET, JWICS, CENTRIX, RDT&E, DREN, etc.), facilities, and system applications: to revise, modify, design, access codes, development, apply patches/hotfixes, and any other required access needed to perform work stated in this section.

6.1 Management

- 6.1.1. **Service Delivery Manager.** The Contractor shall provide a designated Service Delivery Manager, also known as a Support Account Manager (SAM), Technical Account Manager (TAM), to orchestrate the management and delivery of Microsoft Premier Support. The Service Delivery Manager also serves as a point of information delivery and provides the Government feedback regarding the support services to other Microsoft groups. Additionally, this individual shall possess reach-back capability to other Microsoft engineering resources (see section 6.6 6.7 for U.S. National Program support). The Contractor shall provide the DoD activities that include, but are not limited to, the following:
- 6.1.1.1. **Planning Services Introduction.** At the beginning of the contract period, the TAM will organize one or more Service Introduction sessions with Government management and staff. The goal of this session(s) is to introduce the Premier Support to whoever is going to use it, explain how to select and plan Support Assistance services, show how to log assisted break-fix support requests (also known as “incidents”) and demonstrate available tools. In the session(s) the TAM will start collecting the information which will form the basis of the follow-up Service Delivery Planning session(s).
 - 6.1.1.2. **Services Delivery Plan.** The Service Delivery Plan (“SDP”) forms the basis of Government’s Premier Support. It is here that the TAM will draw up a customized service plan specific to Government’s needs. The TAM will conduct a session for Government’s team authorized to make decisions about Government’s IT-operations objectives, current issues and projects. The Government will then determine how and when Services are to be applied through joint consultation with Microsoft. At the end of this session, the Government will have an SDP which the TAM will monitor and adjust based on the Government’s needs throughout the term.
 - 6.1.1.3. **Service Reviews.** On an ongoing basis, the TAM will review the past period’s Services, report to the Government on what has been delivered, improved, monitor Customer’s satisfaction levels and discuss any actions or adjustments which may be required. These reviews may consist of standard status reports, virtual, or onsite status meetings.
 - 6.1.1.4. **Critical Security Support Advice.** The TAM will notify the Government of critical Microsoft Security Bulletins. If the Government has a Designated or Dedicated TAM, the Government’s TAM will help the Government assess the impact of this information to the Government’s IT infrastructure.
 - 6.1.1.5. **Incident Management.** The TAM will provide oversight of support incidents to drive timely resolution and high quality of support delivery.
 - 6.1.1.6. **Crisis Management.** During situations where the Government experiences critical business impacts, TAMs and Critical Situation Managers coordinate Microsoft’s Critical Situation response providing 24x7 issue ownership and update communications to the Government as appropriate for the severity of the incident.
 - 6.1.1.7. **Proactive Services Maturity Review.** The Proactive Services Maturity Review is an initial method for identifying potential problems with the Government’s IT operations helping build an actionable plan intended to reach the desired state of the Government’s IT operations and increase the value of the Government’s investment in Microsoft technology. This Service is available to the Government if requested and if the Government has a Designated or Dedicated TAM.
 - 6.1.1.8. **Remediation Planning.** The TAM may consolidate actions for improvement prompted by the findings of proactive assessments conducted. This will provide a basis for the creation of overall improvement advice and a remediation plan. Follow up takes place through the scheduled Service Reviews. This Service is available to the Government if the Government has a Designated or Dedicated TAM.

- 6.1.1.9. **Microsoft Product/Online Services Lifecycle Awareness.** The TAM may provide the Government with regular reports on developments within the Microsoft organization and shall advise the Government on any updates around Microsoft product lifecycles or roadmaps which may be applicable to the Government's organization and may provide benefits for the Government's organization. This service may be available to the Government if the Government has a Designated or Dedicated TAM.
- 6.1.1.10. **Incident Trend Analysis & Advice.** The TAM may provide one or more reviews of the Government's incident history. The focus of the TAM in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping the Government lower the Government's IT operations costs. This service may be available to the Government if the Government has a Designated or Dedicated TAM.
- 6.1.1.11. **Process Guidance.** The TAM may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to the Government if the Government has a Designated or Dedicated TAM.
- 6.1.1.12. The Government will be responsible for implementing the procedures necessary to safeguard the integrity and security of its software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.
- 6.1.2. **Designated Support Engineering.** The Contractor shall provide preventive assistance, also known as Designated Support Engineering (DSE). The Designated Support Professional (also known as a Dedicated Support Engineer) will manage the Government's problem requests that are submitted to the Designated Support Team, and designated personnel shall be available 24 hours a day, 7 days a week when support escalations or planned deployments are pre-arranged. When Designated Support Professionals from the Designated Support Team are not available, backup Designated Support Professionals will be made available. DSE resources shall be allocated, prioritized and assigned as identified in the TO level. Services include, but not limited to, any combination of the following:
- 6.1.2.1. Problem Prevention and Resolution services designed to:
 - 6.1.2.1.1. Assist the Government to develop and implement strategies for providing proactive support to aid in prevention of future incidents and increase availability of the Government's covered Microsoft technologies, and
 - 6.1.2.1.2. Assist in determining the root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft technologies.
 - 6.1.2.2. Technical and Business Focus support services designed to assist the Government to:
 - 6.1.2.2.1. Maintain deep knowledge of the Government's current and future business requirements and configuration of the its IT environment.
 - 6.1.2.2.2. Proactively document recommendations of the use of MPS-related deliverables, e.g. supportability reviews, health checks, workshops, risk assessment programs, etc.
 - 6.1.2.2.3. Make the Government's deployment and operation activities consistent with the Government's planned and current implementations of Microsoft technologies.
 - 6.1.2.2.4. Enhance the Government's support staffs' technical and operational skills, and
 - 6.1.2.2.5. Encourage and assist in the creation and maintenance of Government-specific documentation to support the environment configuration, disaster recovery, network topology, etc., for the designated Microsoft technologies.

6.2. Workshops

The Contractor shall provide workshops to assist the Government in preventing system problems, increasing system availability, and assisting with creating products and solutions based on Microsoft technologies.

6.3. Problem Resolution Support (PRS)

The Contractor shall provide reactive PRS assistance for problems with specific symptoms encountered while using Microsoft products where the Government determines there is a reasonable expectation the problem is caused by said products. The contractor shall provide PRS services on a 24x7x365 basis.

- 6.3.1. MPS Problem Request (Break-Fix). The Contractor shall provide to the Government MPS Problem Request Break-Fix Subject Matter Specialists (SMS) who will assist in resolving break-fix support requests (incidents), defined as single support issues with reasonable efforts needed to resolve them.
- 6.3.2. Incidents On/Off Site Support. In certain situations, the Contractor may provide the customer with a modification to the commercially available Microsoft product software code to address specific critical problems, which are referred to as a Hotfix, in response to an assisted break-fix support request. Hotfixes are designed to address a customer’s specific problems and are not regression-tested. Except as otherwise provided herein, Hotfixes shall not be distributed to unaffiliated third parties without the Contractor’s express written consent.
- 6.3.3. Customers are responsible for establishing the initial severity level in consultation with the Contractor and can request a change in level at any time. The incident severity shall determine the response levels and estimated response times within the Contractor’s organization.
- 6.3.4. When raising or lowering case severity, the following standard guidelines are used:
 - 6.3.4.1. The severity of a case shall not be lowered until the critical nature/impact of the issue to regular business operations has been addressed.
 - 6.3.4.2. Both the Microsoft Engineer and the customer representative assigned are reasonably certain that the issue is unlikely to manifest itself or be escalated again.
 - 6.3.4.3. The customer is comfortable with lowering the severity and specifically agrees to lower it.
- 6.3.5. The Critical Situation shall stay at a Severity A or 1 status under the following conditions:
 - 6.3.5.1. Some testing has been done on the problem but the customer representative still feels that there is a business impact.
 - 6.3.5.2. A workaround/solution has been found but cannot be implemented immediately.
 - 6.3.5.3. The customer representative is working with a third-party vendor and wants to confirm that the Microsoft technologies are not the reason for their support issue.
 - 6.3.5.4. The customer has to leave the work site and there are no additional activities requested by Microsoft for the customer representative to perform. In this case, the customer representative will provide a contact number (home telephone, mobile phone, or pager) where he or she can be reached on a 24x7 basis.

NOTE: Microsoft reserves the right to reduce the severity of a case if relief for the critical impact to the customers' situation has been implemented and no actions have been requested of Microsoft, or if the Government fails to respond within 72 hours or more.

| Severity | Situation | Contractor Required Response | Customer Expected Response |
|--|---|---|--|
| (Level – 1) Submission via phone only | Catastrophic Business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue; and | First call response in hour or less; Contractor Resources at Customer site as soon as possible Continuous effort on a 24x7 basis; | Notification of customer Senior executives; Allocation of appropriate resources to sustain continuous effort on a 24x7 basis; and |

| | | | |
|--|---|---|--|
| | Needs immediate attention. | Rapid Escalation within Microsoft to Product teams; and Notification of Contractor Senior Executives. | Rapid access and response from change control authority. |
| (Level – A) Submission via phone only | Critical business impact: Significant loss or degradation of services; and Needs attention within 1 hour | First call response in one hour or less; Contractor Resources at Customer site as required; Continuous effort on a 24x7 basis; and Notification of Contractor Senior Managers | Allocation of appropriate resources to sustain continuous effort on a 24x7 basis; Rapid access and response from change control authority; and Management notification |
| (Level – B) Submission via phone or web | Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner; and Needs attention within two Business Hours ¹ | First call response in two hours or less; and Continuous effort on a 24x7 basis when available or Business Hours ¹ . | Allocation of appropriate resources to sustain continuous effort; and Access and response from change control authority within 4 Business Hours ¹ . |
| (Level – C) Submission via phone or web | Minimum business impact: Substantially functioning with minor or no impediments of services; Needs attention within four Business Hours ¹ | First call response in four hours or less; and Effort during Business Hours ¹ only. | Accurate contact information on case owner; and Responsive within 24 hours. |

¹ Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays

Table 1 – Problem Resolution Support Matrix

- 6.3.6. The Government may be required to perform problem determination and resolution activities as requested by the contractor. Problem determination and resolution activities may include performing network traces, capturing error messages, collection configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- 6.3.7. The Government is responsible for backing up the Government’s data and reconstructing lost or altered files resulting from catastrophic failures. The Government is also responsible for implementing the procedures necessary to safeguard the integrity and security of the Government’s software and data.
- 6.3.8. MPS Rapid On-site Support Services. The Contractor shall provide on-site support when necessary. The tasks performed will vary depending on the situation, environment, and business impact of the issue. The TO PWS will identify the necessary tasks related to on-site support.

6.3.9. **Third Party Coordination.** The Contractor should be a member of TSANet and work with the Government to troubleshoot the environment and the problem, to the best of the contractor's knowledge. These efforts can help the Government to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by the Government's networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-contractor coordination interoperability problems. When the resolution requires, the Contractor shall collaborate with third-party software suppliers to help resolve complex multi-contractor product interoperability issues.

6.4. Support Assistance

The Contractor shall provide MPS Support Assistance short-term advice and guidance for problems not covered with PRS and is intended to help the Government minimize future support incidents and other problems before they result in end users impacted. Support Assistance can include advice and guidance in relation to infrastructure, development and deployment issues. The Government will work with the contractor to scope and determine the Government's specific Support Assistance needs, as well as requests for consultative assistance for design, development, and deployment issues. The MPS Services Resource shall work with the customer to determine the type of specific Support Assistance needs. The following are types of Support Assistance that can be utilized under this PWS:

- 6.4.1. **MPS Reviews.** A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. All requests for reviews and the applicable data will be submitted to the Contractor no later than 60 days prior to the expiration date of customer(s) TO.
- 6.4.2. **Root Cause Analysis.** Root Cause Analysis ("RCA") is the process through which the cause and effect relationships of an event are analyzed. The Government must request RCA during a support incident. RCA is only available during regular business hours.
- 6.4.3. **Modern Service Management (MSM).** Services targeted at assisting the Government with the people, process, and product aspects of a solution. MSM services specialize in improving the Government's operational capability.
- 6.4.4. **Cyber Security.** Services designed to strengthen the Government's security posture or assist during an escalation. Service offerings include incident response, monitoring, assessments, and knowledge transfers.
- 6.4.5. **Custom Assistance.** Custom knowledge transfer or remediation assistance related to Microsoft products and solutions. The Government may choose from one to five day onsite engagements, delivered during standard business hours.
- 6.4.6. **Software Assurance Benefits.** Based on the customers' requirements, the Contractor offers the option to convert the customers' Software Assurance 24x7 PRS Incidents ("SA PRS Incidents") to Premier PRS ("PPRS") support for use consistent with the customers' MPS plan at the time of transfer.

6.5. Premier Support for Developers (PSfD)

The contractor shall provide PSFD Services assisting developers who are building, deploying and supporting applications on Microsoft's platform. PSFD Services consist of SAM, provided by an assigned Application Development Manager (ADM) and support assistance, as described in the PWS. The ADM shall deliver strategic advice on development and testing methodologies and on development issues

encountered while using Microsoft products. The ADM shall possess reach back capability to other Microsoft engineering resources. PSFD Services availability and hours of operation will be determined at the TO level.

6.6. MPS Development Support Assistance

The Contractor shall assist the customer in the creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. The Contractor shall provide Development Support Assistance, specializing in Microsoft development tools, methodologies, and technologies. Developer Services availability and hours of operation will be determined at the TO level. The Contractor delivery of the services shall be based upon the following:

- 6.6.1. The only source code to which the Government may provide Microsoft access is Microsoft code or code the Government owns. Regarding such code, Microsoft Services shall be limited to review of the code for the purposes of problem isolation, interoperability analysis and the development of advice and guidance. Microsoft’s modification of such source code for any reason is outside the scope of this contract.
- 6.6.2. Except as provided in section above, the Government will not provide Microsoft with access to non-Microsoft source code or source code information. For any such non-Microsoft code, Microsoft services will be limited to analysis of binary data such as a process dump or network monitor trace for problem isolation purposes only.
- 6.6.3. These services consist of advice and guidance only. No code-based services deliverables shall be provided except for sample code. Note: App Dev Services are available via MPES.

6.7. US National (US NAT) Program

To maintain a strong focus on national security, and when the Contractor has an explicit contractual obligation to provide US-citizen-only support for the first technical support contact, the Government’s interaction with Microsoft’s non-escalation Technical Support Engineers will be limited to US citizens for “break/fix” reactive support for issues including, but not limited to, the following products (including on-premises and cloud issues):

| |
|--|
| Windows Server operating system |
| SQL Server |
| System Center Configuration Manager |
| System Center Operations Manager |
| System Center Virtual Machine Manager |
| SharePoint Server core configuration and administration (SharePoint Designer, InfoPath, and developer support is excluded) |

- 6.7.1. Additional products available for US NAT PRS support may be included via a mutually agreed upon amendment or modification as support becomes available. Products otherwise supported by MPS but not available for support under the US NAT program will be supported by Microsoft’s traditional PRS channels.
- 6.7.2. A dedicated US NAT PRS toll free number will be provided to the customer contact(s) designated by the Government along with the necessary account number and account ID’s. The dedicated US NAT PRS toll free number allows Microsoft to expedite US citizen support and further differentiate the US NAT PRS service experience allowing for even more assurance the cases will be routed accurately. The Government understands and agrees that the dedicated US NAT PRS toll free number must be used in order to gain the benefit of the US NAT PRS program.

6.8. Information Services

Information Services provides the Government with technical information about Microsoft products and support tools that help the Government to implement and operate Microsoft products in a more efficient

and effective manner.

6.8.1. The Contractor shall provide access to an online website which provides access to the following information resources:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
- Critical problem alerts notifying Customer of potentially high-impact problems.
- Microsoft Knowledge Base of technical articles and troubleshooting tools and guides.

7. Cyber Threat Security Plan

In conjunction with the Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 204.73, Safeguarding Unclassified Controlled Technical Information, DFARS Clause 252.204- 7012, Safeguarding unclassified controlled technical information, and DoD, DISA, NIST, and other Federal mandated regulations, instructions, procedures, and laws, the Contractor shall develop, submit, and implement upon approval a Cyber Threat Security Plan.

7.1. The Contractor shall submit the plan 30 days after contract award to the Contracting Officer and COR for acceptance. The Contracting Officer and COR have 10 working days to provide an acceptance or feedback to the Contractor. If no written acceptance is received within the 10 working days, then the Contractor can consider the plan accepted. If the Contractor receives feedback within the 10 working days, then the Contractor has 10 working days to provide the Contracting Officer and COR an updated plan based on comments provided by the Government.

7.2. This plan shall be consistent with the approach contained in the Contractor's proposal that resulted in the award of this contract and in compliance with the requirements stated in the clause mentioned under this task. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. This plan shall contain the following:

- Vulnerability Management: evaluate network components, security procedures, and processes for potential exploitation from attack.
- Cyber Threat Intelligence: provide policy enforcement and end-point protection against unwarranted attacks on the network.
- Analytics Monitoring: provide scalable analytics solution capable of combining potential risk indicators and developing leads.
- Mitigation and Response: provide the process on how the threat will be mitigated and responded to upon discovery.
- Lessons Learned and Action Plan: provide lessons learned and an action plan that will help all interested parties avoid repeated and similar attacks.

7.3. The Contractor shall submit verification, annually on the anniversary date of the acceptance of the plan, to the Contracting Officer and COR that the plan remains valid.

8. Quality Control

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's Quality Control Program is the means by which the Contractor assures that the work complies with the requirement of the contract. As a minimum, the contractor shall develop quality control procedures that address the areas identified in Table 2, "Performance Requirements Summary". After acceptance of the Quality Control Plan (QCP) the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to his QC system. The Contractor's QC and transition plan shall be submitted with the Contractor's proposal. Contractor is required to provide the government with any proposed and made changes to the QCP during the duration of contractor performance in regards to this requirement.

9. Quality Assurance

The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality

Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

10. Performance Standards

The table below identifies the minimum standards of support. Revisions and additions shall be identified at each TO.

| # Performance Objectives | | Performance Standards |
|--------------------------|--|--|
| 1 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Provide DoD customer with blue-badge technical support. | Performance occurs with no required re-performance or re-work at least 95% of the time. Problems that occur are minor and are resolved in a satisfactory manner during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 2 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Assist to define customer requirements. | Provide engineering, architecture and technical support to verify that the customer requirements and design information are consistent with this PWS. The AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 3 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Assist to develop conceptual architecture design and engineering with customer teams. | The AQL is 95% during the business hours determined at the TO Level. Materials contain required information and are delivered in accordance with this PWS. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 4 | Subtasks 5.1– 5.11 and Subtasks 6.1– Migrations and implementation. | Assist with the customer analysis report and migration schedule documentation. The AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 5 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Assist with defining project structure and planning. Identify Project tasks, milestones and schedule. Define roles and responsibilities. | Verify that the materials contain required information in accordance with this PWS. The AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 6 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Assist with the customer Migration: Perform pre-migration steps, tests and processes to ensure upgrade is prepared for lab environment. | Provide engineering, architecture, test plans and technical support to verify that the requirements and design are consistent with the PWS at the TO level. The AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 7 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.– Assist with the customer environment stabilization. Assistance with the development of testing and refinement processes. | Assist with test plans, process documentation and technical support to verify that customer portal requirements and design information are consistent with this PWS at the TO level. The AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 8 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6– Maintenance: Provide maintenance and engineering support for pre and post migration sites. | Provide technical services. Per the PWS, the AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 9 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 | Provide technical services. Per the PWS must be staffed at 95% |

| | # Performance Objectives | Performance Standards |
|----|---|--|
| | <p>– Support the Customer Management Teams implementation process by simultaneously supporting up to six Technical Working Group (TWG) functional subcategory product selections.</p> | <p>during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level.</p> |
| 10 | <p>Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Provide research assistance as it relates to technical analysis, engineering designs, architectural designs and solutions in support of requirements from new customer proposals, or other proposals.</p> | <p>Provide technical services, per the PWS, must be staffed at 95% during business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level.</p> |
| 11 | <p>Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Assist the TWGs as they determine/recommend solutions for optimization for the computing and communications architecture DoD emerging enterprise and customer requirements.</p> | <p>Provide Program and Project Management technical support to verify that materials contain required information and are delivered in accordance with this PWS. The AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level.</p> |
| 12 | <p>Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Assist DoD customer as they perform Technical Solution analysis to recommend facility and architectural upgrades and/or required procurements for the computing and communications architecture enterprise/portal/ infrastructure.</p> | <p>Provide migration support with no more than commercially reasonable required re-performance. The AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level.</p> |
| 13 | <p>Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Create Technical White papers for the computing and communications architecture for customer requirements.</p> | <p>Verify that the materials contain required information in accordance with this PWS; and are delivered as mutually agreed to appropriate Program TPOC. The AQL is 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level.</p> |
| 14 | <p>Subtasks 5.1– 5.11 and Subtasks 6.1– Discussion/Meetings to define the requirements and develop an architectural environment for customer environment.</p> | <p>The AQL is 95% to attend meetings and provide support during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level.</p> |
| 15 | <p>Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Provide research to support DoD as they develop Bill of Materials (BOMs) for development of architectural environment for customer requirements.</p> | <p>The AQL is 95% to provide support during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level.</p> |
| 16 | <p>Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – System design assistance to include Windows that will support the computing and communications architecture for customer requirements and emerging enterprise.</p> | <p>Provide technical services and design support, per the PWS, must be staffed at 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level.</p> |

| # Performance Objectives | | Performance Standards |
|--------------------------|---|--|
| 17 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Support future studies and research on new technologies and/or initiatives to enhance computing and communications architecture for customer requirements and emerging enterprise strategy. | Provide technical services and research support, per the PWS, must be staffed at 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 18 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Assist DoD as they perform technical analysis, engineering designs, architectural designs and solutions in support of requirements from new customer proposals, or other proposals. | Provide technical services, per the PWS, must be staffed at 95% during the business hours determined at the TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 19 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6– Prepare Contract Management Plan. | The AQL is 95%. IAW this PWS. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 20 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6– Support Consolidation Efforts. | 95% of the following deliverables will meet due dates as identified in PWS at TO Level. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. Technical White Papers Lessons Learned Documentation Feasibility Evaluation Operational Changes Report. |
| 21 | Subtasks 5.1– 5.11 and Subtasks 6.1 – 6.6 – Engineering SharePoint Microsoft SQL Server Support and enterprise- wide Configuration. | The AQL is 95%. All work is critical in nature and must be completed on time and tested for validity. All errors must be corrected promptly to ensure availability of application systems to DoD customers. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 22 | Subtask 6.1– 6.6 – Support Incident/Hotfix Reports. | The AQL is 95%. All work is critical in nature and must be completed on time and tested for validity. All errors must be addressed and corrected promptly to ensure availability of application systems to DOD customers. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |
| 23 | Subtask 7.5 (Table 1) – Problem Resolution Support Matrix | The AQL is 95%. All work is critical in nature and must be completed on time. Problems shall be resolved in accordance with the PWS. Revisions shall be resolved in accordance with the PWS at the TO Level. |
| 23 | Subtask 7 – Cyber Security Plan | The AQL is 95%. All work is critical in nature and must be completed on time. All errors must be addressed and corrected promptly to ensure availability of plan to meet DOD policy. Materials contain required information and are delivered in accordance with this PWS. Revisions shall be resolved in accordance with the PWS at the TO Level. |
| 24 | Subtask 8 – Quality Control Plan (QCP) and Transition Plan | The AQL is 95%. IAW this PWS. Revisions and problems shall be resolved in accordance with the PWS at the TO Level. |

Table 2 – Performance Requirements Summary

11. Security

The Contractor will require access to unclassified, classified and/or controlled facilities and therefore shall be

required to have a security clearance as potentially high as the Top Secret level. Top Secret/Sensitive Compartmented Information (SCI) access eligibility for some personnel will be in accordance with the individual Task Order's DD Form 254, Contractor Security Classification Specification. Clearance level indicated within the task order will be required at the start of the order and must be maintained throughout the life of the order. Derivative classification information will be generated in performance of this contract and the individual TOs. A general DD254 is provided in this IDIQ as Attachment 2. Specific DD254s will be incorporated for individual orders, as required. The Contractor shall comply with all applicable security and safety regulations, guidance, and procedures, including those that are local, referenced in this PWS and in each individual TO.

11.1. The contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in the individual TO. The personnel shall be cleared personnel in accordance with the clause entitled Security Requirements. The contractor shall bear the cost of any security clearances required for order performance.

11.2 Contractor personnel must comply with local security requirements for entry and exit control for personnel and property at the Government facility.

11.3 Contractor employees will be required to comply with all Government security regulations and requirements. Initial and periodic security training and briefings will be provided by Government security personnel. Failure to comply with security requirements can cause for removal and the contractor will not be able to provide service on this contract.

11.4 The contractor shall not divulge any information about the DoD files, data processing activities or functions, user identification, passwords, or any other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall observe and comply with the security provisions in effect at the DoD facility. Identification shall be worn and displayed as required.

11.5 The contractor will require access to Formerly Restricted Data and the Secure Internet Protocol Router Network (SIPRNet). The contractor shall receive the North Atlantic Treaty Organization (NATO) awareness brief and complete the derivative classification training prior to being granted access to SIPRnet; training is provided by the facility security officer

11.6 As required by National Industrial Security Program Operating Manual (NISPOM) Chapter 1, Section 3, contractors are required to report certain events that have an impact on: 1) the status of the facility clearance (FCL); 2) the status of an employee's personnel clearance (PCL); 3) the proper safeguarding of classified information; 4) or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the Contracting Officer Representative (COR)/Technical Point of Contact (TPOC), the Contracting Specialist, and the Security's COR in addition to notifying appropriate agencies such as Cognizant Security Agency (CSA), Cognizant Security Office (CSO), or Department Of Defense Central Adjudication Facility (DODCAF) when that information relates to the denial, suspension, or revocation of a security clearance of any assigned personnel; any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.

11.7 If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to Commanding Officer, Attn: Foreign Travel Team, Space and Naval Warfare Systems Center Pacific, 53560 Hull Street, Building 27, 2nd Floor -Room 206, San Diego, CA 92152 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel, to initiate the release of a clearance message at least 30 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure. Anti-Terrorism/Force Protection (AT/FP) briefings are required for all personnel (Military, DOD Civilian, and contractor) per

OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at Joint Knowledge Online (JKO): <https://jkodirect.jten.mil> (prefix): course number: US007; title: Level 1 Anti-terrorism Awareness Training, if experiencing problems accessing this website contact ssc_fortrav@navy.mil. Forward a copy of the training certificate to the previous email address or fax to (619) 553-6863. Sere 100.2 Level A code of conduct training is also required prior to OCONUS travel for all personnel. Sere 100.2 Level A training can be accessed at <http://jko.jfcom.mil> (recommended), <https://jkodirect.jten.mil/atlas2/faces/page/login/login.seam>, recommended course: prefix: J3T: course #: A-US1329, for civilian, military, and contractors. Personnel utilizing this site must have a CAC. A Sere 100.2 Level A training disk can be borrowed at the SSC Pacific Point Loma Office or Old Town Campus Office. Specialized training for specific locations, such as SOUTHCOM human rights, or U.S. forces Korea entry training, may also be required; SSC Pacific security personnel will inform you if there are additional training requirements. Finally, EUCOM has mandated that all personnel going on official travel to the EUCOM AOR must now register with the Smart Traveler Enrollment Program (STEP). When you sign up, you will automatically receive the most current information the State Department compiles about your destination country. You will also receive updates, including Travel Warnings and Travel Alerts. Sign up is one-time only, after you have established your STEP account, you can easily add official or personal travel to anywhere in the world, not just EUCOM. <http://travel.state.gov/content/passports/en/go/step.html>

11.8 Operations Security (OPSEC). OPSEC is a five step analytical process (identify critical information; analyze the threat; analyze vulnerabilities; assess risk; develop countermeasures) that is used as a means to identify, control, and protect unclassified and unclassified sensitive information associated with U.S. national security related programs and activities. All personnel working under this task will at some time handle, produce or process Critical Information or Critical Program Information, and therefore all Contractor personnel must practice OPSEC. All work is to be performed in accordance with DoD OPSEC requirements, and in accordance with the OPSEC attachment to the DD254.

12. Personnel

Contractor personnel who are assigned to this task for actual installation, configuration, and integration of hardware and software shall be required to possess a SECRET clearance before starting this type of work. This includes personnel working on Non-secure Internet Protocol Router (NIPR) and Secret Internet Protocol Router (SIPR) networks and equipment, since most of this equipment resides within controlled spaces. All personnel supporting this contract in any way must be U.S. citizens. The levels of personnel security requirements and types of positions will be identified at the TO level.

12.1 DoD 5200.2-R, DoD Personnel Security Program: Requires DoD military and civilian personnel, as well as DoD consultants and Integrator personnel, who perform work on sensitive automated information systems (ISs), to be assigned to positions which are designated at one of two sensitivity levels; Automated Data Processing (ADP) Level I and ADP-II. These designations equate to Critical Sensitive and Non-Critical Sensitive. Personnel occupying ADP-I and ADP-II positions must obtain active, current SECRET clearances prior to performing work on this TO. Refer to the individual TO for guidance.

12.2 The Contractor's Facility Security Officer shall forward their employee clearance information to the Government Security Officer through appropriate Contractor Access Cards (CACs)/ System Authorization Access Request (SAAR) forms or via equivalent network access tools. Personnel with privileged access, such as Systems Administrators, Database Administrators (DBA), Information Assurance (IA), etc. must meet DoD 8570.01-M training and certification requirements before the start of work.

12.3 Contractors working at the required sites will need to complete mandatory Government-regulated training. Specifically, this training consists of: DoD IA Awareness (IAA), Personally Identifiable Information (PII), Information Assurance Policy & Technology Course (IAP&T), and North Atlantic Treaty Organization (NATO) Brief. Contractors must provide certifications that prove compliance with Government requirements. Except for the NATO Brief (obtained through the Contractor Security Office), the other training classes are available online at <http://iase.disa.mil/eta/online-catalog.html>.

12.4. DoD personnel and support Contractors will be trained and certified to perform the tasks associated with their respective responsibilities for safeguarding and operating DoD information systems. Authorized users of DoD information systems will receive initial IA orientation as a condition of access upon assignment to an organization and must annually complete refresher training. Privileged users and personnel in IA technical and management positions (e.g. Cyber Security officers, System Administrators, and Installers) will be fully trained and certified to perform their duties. At a minimum, all Network device and Information System Installers shall be Information Assurance Technology (IAT) Level II certified (e.g., Global Information Assurance Security Essentials Certification (GSEC), Security+, Security Certified Network Professional (SCNP), Systems Security Certified Professional (SSCP) in accordance with DoD 8140.01 and DoD 8570.1-M. All personnel with operating system access are required to possess Operating Environment Certification as described in DoD 8570.1-M. Equivalent certifications are required for other operating systems, as determined by the Government Information Assurance Manager.

12.5. The Government retains the right to request removal of Contractor personnel from Government spaces, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The Contracting Officer will then document the reason(s) for removal in writing. If this were to occur, the Contractor shall assign qualified personnel within five (5) working days, to any vacancy created by such a removal.

12.6. Certification and Accreditation. Any activity that may impact the security and accreditation of systems or networks must be addressed. Any development activities that require Information Assurance accreditation or authorization is the requirement of the Government.

13. Government Furnished Property (GFP)/Material. Individual TO's will identify provided GFP/Material.

14. Government Furnished Equipment (GFE)/Government-Furnished Information (GFI). Individual TO's will identify provided GFE/GFI.

15. Place of Performance

MPES and MPS support will be performed primarily at CONUS locations however there is the potential for performance required at OCONUS locations. Work will be primarily on-site within the DoD, government and customer facilities as well as any customer site or other alternate work area as identified at the TO level.

15.1. Alternate Place of Performance - Contingency Only. Contractor employees may be required to work at home, another approved activity within the local travel area or at the Contractor's facility in cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, etc.). Any equipment such as laptops or phones provided to Contractor personnel shall be returned at the termination of the engagement or at another time mutually agreeable to both parties. COR approval is required. Contractor shall prepare all deliverables and other contract documentation utilizing Contractor resources. To the extent possible, the Contractor shall use best efforts to provide the same level of support as stated in the PWS. In the event the services are impacted, reduced, compromised, etc., the Contracting Officer (KO) or the Contractor may request an equitable adjustment. In addition, the Contractor resources may work remotely at Microsoft offices, home offices, etc.

16. Inspections/Acceptance/Performance Evaluation

Final inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in the individual Task Order. The Task Order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task Order deliverable items rejected shall be revised and resubmitted in accordance with each individual Task Order.

17. Deliverables

Individual TO's will specify MES deliverables.

18. Travel

Travel may be required under this contract and will be defined at the TO level.

- 18.1. Prior to incurring any long distance travel expenses, the Contractor shall obtain written approval from the COR approving the travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling.
- 18.2. A Travel Authorization Request (TAR) Form must be completed and pre-approved by the government COR. Reimbursement for travel will be in accordance with FAR 31.205-46. Travel compensation will not exceed the government allowance for travel and per diem. A travel report for each occurrence of travel performed during the reporting month shall be included in the MSR. Copies of all travel receipts must be attached in WAWF to ensure timely invoice approval.
- 18.3. All travel associated with this contract shall be in accordance with FAR 31.205-46. The COR will certify invoices prior to processing for payment.
- 18.4. Local travel will not be reimbursed. Industry Standard Local Travel is hereby defined to mean any and all travel within fifty (50) mile radius of the place of performance.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |
| 1002 | Destination | Government | Destination | Government |
| 1003 | Destination | Government | Destination | Government |
| 1004 | Destination | Government | Destination | Government |
| 1005 | Destination | Government | Destination | Government |
| 2001 | Destination | Government | Destination | Government |
| 2002 | Destination | Government | Destination | Government |
| 2003 | Destination | Government | Destination | Government |
| 2004 | Destination | Government | Destination | Government |
| 2005 | Destination | Government | Destination | Government |
| 3001 | Destination | Government | Destination | Government |
| 3002 | Destination | Government | Destination | Government |
| 3003 | Destination | Government | Destination | Government |
| 3004 | Destination | Government | Destination | Government |
| 3005 | Destination | Government | Destination | Government |
| 4001 | Destination | Government | Destination | Government |
| 4002 | Destination | Government | Destination | Government |
| 4003 | Destination | Government | Destination | Government |
| 4004 | Destination | Government | Destination | Government |
| 4005 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--------------------|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

TBD

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

TBD

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | TBD |
| Issue By DoDAAC | TBD |
| Admin DoDAAC | TBD |
| Inspect By DoDAAC | TBD |
| Ship To Code | TBD |
| Ship From Code | TBD |
| Mark For Code | TBD |
| Service Approver (DoDAAC) | TBD |
| Service Acceptor (DoDAAC) | TBD |
| Accept at Other DoDAAC | TBD |
| LPO DoDAAC | TBD |
| DCAA Auditor DoDAAC | TBD |
| Other DoDAAC(s) | TBD |

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

TBD

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTSENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (eCMRA)
REPORTING

The contractor shall ensure ALL contractor labor hours including subcontractor, at all levels/tiers, labor hours required for the performance of services provided under this contract are reported via a secure data collection site. The contractor and all subcontractors, at all levels/tiers, providing direct labor under this contract shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at <http://www.ecmra.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if Navy awards a contract for an Air Force requiring activity, the contractor shall load the required reporting data in the “Department of Air Force CMRA” tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the COR when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at <http://www.ecmra.mil/>.

Contractors may direct technical questions to the eCMRA help desk at DoD.ECMRA.Support.Desk@mail.mil.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.202-1 | Definitions | NOV 2013 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | JUN 2016 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | OCT 2018 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.245-1 | Government Property | JAN 2017 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| 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 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.216-7006 | Ordering | MAY 2011 |
| 252.225-7027 | Restrictions on Contingent Fees for Foreign Military Sales | APR 2003 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 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 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 2016 |
| 252.229-7014 | Taxes--Foreign Contracts in Afghanistan | DEC 2015 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JUN 2013 |
| 252.239-7010 | Cloud Computing Services | OCT 2016 |
| 252.239-7018 | Supply Chain Risk | OCT 2015 |
| 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 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

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

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led

to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

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

___ (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 2018) (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).

- X (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 (Oct 2018) (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.
- X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (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 (Aug 2018) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting 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)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

X (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

X (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

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).

___ (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).
- ____ (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.
- ____ (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.
- ____ (48) 52.225-5, Trade Agreements (AUG 2018) 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 (Oct 2018) (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.

____ (iii) Alternate II (Feb 2006) 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 (AUG 2018) (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).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (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).

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

____ (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).

(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 (Oct 2018) (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 (Aug 2018), (41 U.S.C. chapter 67).

(xiii) _____ (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)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$100,000,000**;

(2) Any order for a combination of items in excess of **\$1,760,000,000**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5**

days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the period specified in DFARS 252.227-7027 has lapsed.**

(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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 **five years.**

(End of clause)

ADDENDUMS TO 52.212-4

ADDENDUM 1 TO FAR 52.212-4 SPECIAL PROVISIONS

a) **Authorized Ordering Offices.** The Indefinite Delivery Indefinite Quantity (IDIQ) contract is open for ordering by "DoD Departments and Agencies" on a world-wide basis. "DoD Departments and Agencies" are defined by the 48 Code of Federal Regulations, Section 202.101. For the purposes of this contract, the scope of ordering includes: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman

of the Joint Chiefs of Staff, the Unified Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard (when authorized), the Intelligence Community (IC), and Foreign Military Sales (FMS). NOTE: FMS require an executed Letter of Authorization and Acceptance as described in Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 225.73.

1. **Contractors and Integrators.** Government contractors performing work for the DoD or Agencies may place orders under this contract on behalf of and for the benefit of the DoD entity if authorized by their cognizant Contracting Officer in accordance with the requirements of Federal Acquisition Regulation (FAR) 51 and/or DFARS 251 as appropriate.
 2. **Other Ordering Organizations.** Other applicable ordering agencies/organizations, ordering on behalf of the DoD and/or FMS, are authorized to place orders under this contract and must comply with DFARS 208.74.
- b) DoD Enterprise Software Initiative (ESI)**
1. The DoD ESI is a joint DoD project designed to develop and implement a DoD enterprise procurement process. This ESI contract is issued in accordance with the policy and guidelines provided in the DFARS Section 208.74.
- c) Contract Period of Performance.** The total period of performance (POP) of the contract is a one-year base period plus four (4) one-year options. The base year period will be from Date of Award for 12 months.
- d) Deliveries or Performance.** The place of performance and/or delivery for all items will be cited under individual orders issued under this contract.
- e) Accessibility.** All electronic and information technology (EIT) procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or unless and to the extent that individual standards cannot be met with supplies or services available in the commercial marketplace in time to meet delivery requirements. All exceptions must be documented by the ordering Contracting Officer on a case by case basis.
- f) Ordering**
1. Ordering will be decentralized. Orders may be placed by any contracting officer from Authorized Ordering Offices identified in paragraph a). Orders may also be placed by authorized DoD or Agencies and support contractors, as authorized under FAR Part 51.
 2. Any request for deviation from the terms of this Contract must be submitted to the following Contract Specialist:

Shane Mahelona
 SPAWAR Systems Center - Pacific
 Code 22550
 53560 Hull Street
 San Diego, CA 92152-5001
 Phone number: (619) 553-5663
 E-mail: shane.mahelona@navy.mil
 3. All orders issued under this contract are subject to the terms and conditions of this contract. The contract takes precedence in the event of conflict with any order.
 4. Distribution of orders shall be made by the contract ordering offices, in accordance with FAR 4.2, DFARS 204.2 and agency procedures.

5. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 12 months after the final date for ordering.

g) Order of Precedence

1. The terms and conditions of Contract N66001-19-D-0019 (hereafter "Contract") shall supersede all other agreements used in performing the tasks under the Contract. In addition, no other agreements, including End User License Agreements (EULA), can modify the Contract unless they are signed by a warranted Contracting Officer of the United States Government.

h) Contract Authority

1. Contracting Officer's (KO) Authority. The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the Contracting Officer. In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the contractor.

2. Ordering KO's within the Authorized Ordering Offices are authorized to place orders within the terms of this contract and within the extent of their authority. They are not authorized to make changes to the contract terms. The Ordering KO's authority is limited to the individual task orders.

i) Contract Administration. Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractor. The following individuals will be the Government points of contact during the performance of the contract:

1. Contracting Officer (KO). All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviation from the terms and conditions shall be effected without a written modification to the contract executed by the KO authorizing such changes.

2. Designation of Representatives. The Contracting Officer may designate individuals to act as the Contracting Officer's Representative (COR) or as Task Order Contracting Officer's Representative (TO COR) under any resultant task order. CORs and 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 contract or task order. CORs and TO CORs will be designated by a letter of appointment from the Contracting Officer. Specific COR or TO COR duties are described in the COR/TO COR Designation Letter.

a. The COR. The COR is an authorized representative of the contracting officer who assists with the technical monitoring or administration of a contract. The COR is the technical/administrative liaison between the contractor and the contracting officer.

b. The TO COR. Customer agencies will identify TO CORs who are responsible for defining requirements, funding the work to be performed, monitoring and evaluating the contractor's performance, providing technical support to the Contracting Officer on task order issues, and providing acceptance and rejection information to the Accounting and Finance Section for all invoice processing, or in Wide Area Workflow – Receipt and Acceptance (WAWF-RA) as applicable.

- (1) At task order award, or at other times when required throughout the task order period of performance, the TO COR will be designated on authority of the Contracting Officer to monitor and coordinate all technical aspects and assist in the administration of individual task orders. TO CORs are responsible for ensuring that the task order is administered properly and are responsible for performing the duties described in the TO COR appointment letter.

- (2) All contacts with agencies of the Government and interface with other contractors required in the performance of this contract shall be accomplished only through the direction and with the coordination of the TO COR.

3. Technical Coordination.

- a. Performance of work under this contract shall be in compliance with the PWS and terms and conditions of any approved task orders.
- b. All technical coordination shall remain within the scope of this contract and that of individual task orders. No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of this contract or the task orders. Technical coordination shall not result in any action that:
- (1) Constitutes an assignment of additional work outside the PWS or task order.
 - (2) Constitutes a change as defined in the contract clauses 52.243-1, Changes - Fixed-Price, as applicable.
 - (3) Causes an increase in the total contract ceiling amount, task order price, or the time required for contract or task order performance.
 - (4) Changes in any of the expressed terms, conditions or specifications of this contract or any approved task orders.
 - (5) Interfere with the contractor's right to perform the terms and conditions of the contract or task order.

j) Task Order (TO) Procedures

The following procedures define the process by which task order awards will be made; (A) As requirements are received, TO will be prepared and submitted to contractor for proposal and CLINs are priced at award; and (B) TO will be awarded.

1. TO PROPOSAL PROCESS

The KO will issue a TO proposal request to contractor. The TO proposal request will include a due date for proposal submission and a PWS, which includes a description of work to be accomplished, a listing of the deliverables required, and additional data as appropriate. The TO proposal request will also include specific instructions for the submission for proposals and other information deemed appropriate.

- a. The due date for proposal submission shall be set forth in each TO proposal request.
- b. Price Proposals. A written price proposal will always be required. This area of the proposal shall include detailed pricing of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). And, the price proposal must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed Other Direct Costs (ODCs). The detailed price breakdown is submitted to support the Government's Independent Fixed Price analysis only. Contractor will not invoice or be paid by actual labor categories and hours for Fixed Price Task Orders.
- c. Fixed Price: The proposal shall identify labor categories in accordance with the Labor Rate Tables contained in Section B, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. If travel is specified in the TO statement

of work, air fare, and/or local mileage, per diem rates by total days, number of trips and number of contractor employees traveling shall be included in the TO price proposal. Prior to incurring any long distance travel expenses, the contractor shall obtain written approval from the KO/COR that approves approximate travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. Local travel will not be reimbursed, unless otherwise specified in the contract. Local travel is hereby defined to mean any and all travel within a fifty (50) mile radius of the place of performance. The contractor is authorized to invoice on a monthly basis for approved costs incurred in accordance with FAR 31.205-46.

- d. Other Relevant Information: This information shall always be in writing and shall address other relevant information, as required by the contract or specifically requested by the TO proposal request, e.g. Conflict of Interest issues. The contractor shall assume all costs associated with preparation of proposals, as the Government will not reimburse Contractor for proposal costs.
- e. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the KO, the KO reserves the right to withdraw and cancel the proposed task. In such event, the Contractor shall be notified, via letter, of the KO's decision. This decision shall be final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act".
- f. TO Issuance: TOs may be issued by electronic mail, mail or facsimile on a SF 1449, Solicitation/Contract/Order for Commercial Items.
- g. Unauthorized Work: The Contractor is not authorized to commence performance prior to issuance of a signed TO or verbal approval provided by the KO to begin work.

k) Invoicing and Payment

- 1. The requirements of a proper fixed price invoice will be specified in the Order. Invoices will be submitted to the address specified within the Order issued against this IDIQ contract. The terms and conditions included in this contract apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this contract and the Contractor's invoice, the provisions of this contract will take precedence.

l) Contractor Management

- 1. Report of Sales
 - a. The Contractor shall provide a Report of Sales under this contract to the KO and COR in electronic format within fifteen (15) days following completion of the quarterly reporting period, or as otherwise requested by the COR. The report shall be submitted in the standard format shown in Exhibit A. Sales reports are required even in those instances where no sales are made. The COR or KO shall provide written approval of each report to the Contractor. At the end of each calendar quarter, the written approval provided to the Contractor will be accompanied by a request to remit the Acquisition, Contracting, and Technical (ACT) fees in accordance with Attachment 1. The COR or KO will provide a copy of the approved quarterly Report of Sales to the DoD Departments or Agencies participating in fee sharing.
- 2. Fees and Payments
 - a. The Contractor shall pay the ACT fees to the parties described in Attachment 1 within 30 days after notification of approval from the applicable COR or KO for the sales report required.
 - b. ACT Fees of 2% will be assessed on all labor services and are included in the hourly labor rates in Section B.
- 3. Centralized Administration
 - a. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this contract. The Program Manager, at a minimum, is required to participate in periodic Program Management Reviews (PMRs). which may require travel to a

Government named site. Additional functions would include customer service, educating the sales force, and submission of monthly/quarterly reports and approved fee payments.

4. Records

- a. The Contractor shall maintain archival copies of all orders for the term of the contract in accordance with FAR Subpart 4.7 requirements. Copies shall be made available to the Government upon request.

5. Program Management Reviews (PMR)

- a. The Contractor shall participate in regular reviews of the progress of the contract. Reviews shall be held at least twice yearly as scheduled by the COR. During these reviews the Contractor shall report on status of contract sales, sales leakage, marketing, and any outstanding issues concerning the contract, among other things. PMR agenda and presentation format shall be provided by the COR to Contractor prior to each PMR. Travel expenses are the responsibility of the Contractor.

6. Sales Leakage Prevention

- a. The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. Sales leakage is considered a sale of products under the contract that are executed outside the contract. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this contract is mandatory for consideration vehicle in accordance with Subpart 208.74 for the products within.

7. Marketing and Promotion

- a. The Contractor shall dedicate reasonable resources to this effort and market and advertise this contract, to include advertising the availability and benefits of this contract on the Contractor's web site, advertising this contract at relevant trade shows, participation in DoD Component sponsored events, and promotion through news media geared to Government/DoD IT personnel and leadership.
- b. The Contractor may obtain standardized ESI marketing materials by requesting access from the COR.
- c. The Contractor's use of the ESI logo, seal or emblem shall be limited to materials describing the products and services which are specifically made available under this contract. ESI reserves the right to review any materials that contain the ESI brand prior to use by the Contractor, and, at a minimum, requires the Contractor to follow these guidelines:
 - i. Use Only the Approved Master Artwork. Do not alter or distort the appearance of the logo in anyway, for example, by adding new design elements or colors or changing the font. The logo must always look sharp, clean, and well produced.
 - ii. Allow A Minimum Clear Space Around The ESI Logo. Always allow for a minimum clear space around the logo. Never violate the clear space with any graphic elements, words or charts.
 - iii. Maintain Legibility. Never reproduce the logo in a manner that causes the logo to become illegible or blurry, which may happen if the logo is reproduced too small.
 - iv. All materials made available for public view must include the following statement: "The ESI logo/marketing is used with permission. ESI procedures are explained in DFARS 208.74 and DoD CIO Guidance and Policy memorandum No. 12-8430 dated July 26, 2000."

(n) Security Requirement

1. Although it is unknown exactly how many persons will be required to have any and all levels of security clearance, the Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any order under this contract. A general DD Form 254 is provided as Attachment 2. Specific DD Form 254s will be incorporated for individual orders, as required.

2. The Contractor shall provide sufficient personnel with the required security clearances to perform the

work as specified in individual TOs. The personnel shall be cleared personnel in accordance with the PWS. If satisfactory security arrangements cannot be made with the contractor, the required services shall be obtained from other sources.

3. The level of classified access required shall be indicated in the individual TOs.
4. The contractor shall bear the cost of any security clearances required for order performance.

(o) Hostile and Hardship Duty Zones Outside Continental United States (OCONUS)

1. Hostile and Hardship Duty Zones are defined as follows:

- a. Hostile Zone: Commonly referred to as a combat zone (e.g. Afghanistan or Iraq) where military personnel typically receive "Imminent Danger" pay.
- b. Hardship Duty Zone: A zone that is considered hazardous duty by the Department of State (e.g. Bahrain or Kuwait). Typically, a military base overseas with austere conditions, but also deployed aboard U.S. Navy ships in specified zones.

2. Price for Hostile and Non Hostile Deployments:

- a. The price for providing services shall be on a Fixed Price Basis for Hostile and Non Hostile Deployments CLIN (s). These deployment services also require travel and the Contractor to procure Defense Base Act insurance (DBA). Prices for these services will be determined in association with Part B. Schedule of Supplies.

(p) The Defense Base Act Insurance (DBA) – Other Direct Cost

The Defense Base Act Insurance (DBA) will be invoiced to the Government as a separate line item (ODC CLIN) on an Actual (no markup) basis and will be negotiated on individual task orders. Microsoft will arrange for DBA insurance through an insurance provider and will provide competitive rates for the Government.

(q) Travel – Other Direct Cost

Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel will be required both in the Continental United States (CONUS) and OCONUS. TO related travel costs, temporary duty (TDY) to include travel, lodging and meals are reimbursable in accordance with FAR 31.205-46.

Profit or fee is not allowed for travel. If travel destinations are specified in the TO, the task order proposal shall include prices for airfare and per diem rates by total days, number of trips and number of contractor employees. Travel shall be invoiced at actual amount as another "Other Direct Cost" (ODC). No contractor travel shall be conducted to support the requirements of TOs without advance, written approval from the TO Contracting Officer's Representative.

Travel expenses will be invoiced in accordance with FAR 31.205-46 and will be negotiated on individual task orders. Non-hostile and Hostile locations OCONUS are determined by the State Department.

(r) Organization Conflict of Interest

- (a) The provisions of FAR Subpart 9.5, Organization and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern TOs issued under this contract.
- (b) Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and

Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information.

- (c) The contractor is responsible for identifying any actual or potential organizational conflict of interest to the KO that would arise as the result of the issuance of a TO under this contract.
- (d) The KO will determine on a case-by-case, TO by TO, basis whether a conflict of interest is likely to arise.
- (e) The contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information under a TO from anyone other than the contractor's employees who have a need to know, and the U.S. Government.
- (f) The term contractor herein used means: (1) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (2) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (3) its parent organization if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which it has direct or indirect control now or in the future.
- (g) In connection with a particular constraint, the contractor may submit a response to the TO KO for the purpose of indicating potential measures to avoid or mitigate a conflict. In the event the KO determines that a conflict exists which cannot be effectively mitigated the provision in FAR 9.5 must be followed.

ADDENDUM 2 - MICROSOFT SERVICES ADDENDUM TO FAR 52.212-4**Contract Terms and Conditions – Commercial Items**

This Addendum sets forth the general terms and conditions under which Microsoft Corporation, on its own behalf or through one of its Affiliates will provide services to Department of Defense (DoD) and Agencies through the contract that consists of the following documents (collectively, the “Contract”), the Microsoft proposal dated 17 July 2018 and the attachments therein including this Addendum. This Addendum is hereby incorporated into the contract by reference and represents our customary commercial terms and conditions and are the tailored versions of FAR 52.212-4, as permitted by FAR 12.302. These tailored sections supersede the untailored versions of the same subsections in FAR 52.212-4.

I. Definitions. In this Contract, a “**party**” or “**parties**” means the United States Government (“Government” or “Customer”) and Microsoft Corporation (“Microsoft”) as the context requires. In addition, the following definitions apply:

“**Affiliate**” means (i) with regard to Government, any other agency, office, bureau, department, or other entity of the United States Government that are allowed to utilize this Contract; and (ii) with regard to Microsoft, any legal entity that Microsoft owns, which owns Microsoft, or which is under common ownership with Microsoft.

“**Ownership**” means, for purposes of this definition, control of more than 50% interest in an entity;

“**Contractor(s)**” means any third-party supplier or other provider of computer technology or related services;

“**Customer**” means the legal entity that has entered into this Contract;

“**Customer Data**” means all U.S. Government data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with services;

“**Day**” means a calendar day, except references that specify “business day”;

“**Developments**” means any computer code or materials (other than Products, Fixes or Pre-Existing Work) developed by Microsoft or in collaboration with Government which is provided to Government in the course of performance of a Statement of Services;

“**Fix**” or “**Fixes**” means Product Fixes, modifications or enhancements or their derivatives that Microsoft either releases generally, (such as service packs) or that Microsoft provides to Government when performing services to address a specific issue (such as workarounds, patches, bug fixes, beta fixes and beta builds);

“**Materials**” means Developments that are not computer code, *including but not limited to architecture, design, requirements and test documents, training tutorials, and communication, management, schedules and project plans*;

“**Microsoft**” Means Microsoft Corporation that has entered into this Contract.

“**Online Services**” means the Microsoft-hosted services identified as Online Services in the Microsoft Product List;

“**Online Services Terms**” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time;

“**Pre-Existing Work**” means computer code or Materials (other than Products and Fixes) developed or otherwise obtained independently of the efforts of a party under a task order;

“**Product**” means the document that provides information about Microsoft Products. The Product Terms document is published on the Volume Licensing Site and is updated from time to time;

“**Product Terms**” means the statement published by Microsoft from time to time at the Volume Licensing Site. The Product List includes Product-specific conditions or limitations on the acquisition of licenses for Products;

“**Professional Services**” means all Product support services and Microsoft consulting services or advice provided to Customer under this Contract. “Professional Services” or “services” does not include Online Services.

“**Service Deliverables**” means any computer code or Materials, other than Products or Fixes that Microsoft leave with Government at the conclusion of Microsoft’s performance of services;

“**Software**” means licensed copies of Microsoft software identified on the Microsoft Product List. Software does not include online services or services deliverables, but software may be part of an online service.

“**Statement of Services**” means any work order, task order, statement of work, schedule of services, or other description of Professional Services referencing this Contract.

“**Trade Secret**” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“**use**” or “**run**” means to copy, install, use, access, display, run or otherwise interact with.

“**Use Rights**” means with respect to any Product licensing program, the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms;

“**Volume Licensing Site**” means <http://www.microsoft.com/licensing/contracts> or successor site.

2. **Services.** The precise scope of the Professional Services are specified in the statement(s) of services. Microsoft’s ability to deliver the services depends upon Government full and timely cooperation, as well as the accuracy and completeness of any information Government provide. This Contract does not obligate either party or its Affiliates to enter into any statements of services.

3. **Use, ownership, rights and restrictions.**

a. **Products.** Notice: Use of any Product or related solution that is a commercial item as defined by Federal Acquisition Regulation (“FAR”), 48 CFR 2.101 (“commercial item”) and is provided under a Statement of Services is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Product will not be purchased under this Contract. The Government is responsible for paying any licensing fees associated with commercial items.

b. **Fixes and Services Deliverables.**

1) **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business use. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

2) **Pre-Existing Work.** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party’s Pre-Existing Work only as needed to perform obligations related to Professional Services. Except as may be otherwise explicitly set forth in a Statement of Services, upon payment in full, Microsoft grants Government a nonexclusive, perpetual, fully paidup license to use, reproduce and modify (if applicable) Microsoft’s Pre-Existing Work provided as part of a Services Deliverables, solely in the form delivered to the U.S. Government and solely for the Government’s internal governmental purposes. The perpetual license to Microsoft’s Pre-Existing Work that Microsoft leaves to Government at the conclusion of Microsoft’s performance of the services is conditioned

upon Government's compliance with the terms of this Contract and the applicable Statement of Services.

- 3) **Developments.** Except as may be otherwise explicitly set forth in a Statement of Services, upon payment in full, Microsoft will assign to Government a non-exclusive, perpetual, fully paid up license to use, reproduce and modify any Developments for Government internal governmental purposes only and not for sale or distribution to any third party. If any Developments are determined not to be commercial items and are delivered to Government subject to: (i) the Department of Defense FAR Supplement ("DFARS") in the course of performance of this Contract, such Developments will be delivered with unlimited rights if the conditions at DFARS 252.227-7014(b)(1) are present; or with government purpose rights if the conditions at DFARS 252.227-7014(b)(2) are present; or with restricted rights if the conditions at DFARS 252.227-7014(b)(3) are present; or (ii) the Federal Acquisition Regulations ("FAR"), the Developments will be delivered with unlimited rights if the conditions at FAR 52.227-14(b) are present; or limited rights or restricted rights if the conditions at FAR 52.227-14(g) are present.
 - 4) **Materials.** All rights in any Materials developed by Microsoft (other than software code) and provided to Government in connection with Product support services shall be owned by Microsoft except to the extent such Materials constitute Government Pre-Existing Work. Upon payment in full, Microsoft grants Government a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Government internal governmental operations and without any obligation of accounting or payment of royalties.
 - 5) **Affiliates rights.** Except as may be otherwise explicitly set forth in a Statement of Services, Government may sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Government Affiliates, but the Government Affiliate(s) may not further sublicense these rights.
- c. **Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Contract.
 - d. **Sample Code.** Upon payment in full (if applicable), Microsoft grants Government a nonexclusive, perpetual, non-transferable license to use and modify any Software code that Microsoft provides for purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Government's internal purposes only and not to any unaffiliated third party.
 - e. **Restrictions on use.** The Government must agree to not (and must not attempt to) reverse engineer, decompile or disassemble any Product, Fix or Service Deliverable, except to the extent expressly permitted by applicable law despite this limitation. Except as expressly permitted in this Contract, the Government must agree not to distribute, sublicense, rent, lease, lend or host any Product, Fix or Services deliverable. Microsoft will, however, concur in the U.S. Government's distribution to third-party contractors who are working on Government contracts with the understanding that distribution to third-party contractors is permitted only for U.S. Government's business use, and not to be used in any way by third-party contractors or outside entities for any non-U.S. Government purposes.
 - f. **Reservation of Rights.** All rights not expressly granted are reserved to Microsoft. No rights will be granted or implied by waiver or estoppel.
 - g. **Supportability.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site
4. **Confidentiality.** Subject to the requirements of 5 U.S.C. 552 (Freedom of Information Act) and 18 U.S.C. 1905 (Trade Secrets Act):

Confidential information is non-public that is designated “confidential” or that a reasonable person should understand to be confidential, including the terms of Microsoft agreements. It includes, but is not limited to, nonpublic information regarding either party’s products, features, marketing and promotions, and the negotiated terms of this Contract and any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Agreement, (b) the receiving party received from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party’s business products or services.

Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for the purposes of the parties’ business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively “Representatives”) and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party’s Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives’ unaided memories in the Development or deployment of the parties’ respective products or services does not create liability under this Contract or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

5. *Compliance with applicable laws, privacy and security.*

- a. With regard to any contract requirements related to Government access and security reviews, government data or sensitive information shall not be placed on Microsoft assets or networks at any time during the performance of the contract. If the Government reasonably believes government data or sensitive information has been placed on Microsoft assets or networks in error, Microsoft will cooperate with the government to provide access to and information about Microsoft’s systems as mutually agreed upon or in accordance with a court order.
- b. There is an expectation that no Personal information will be processed by Microsoft and its agents under this contract and subsequent Task Orders; however, if such personal information processing is required, the following will apply:
 - 1) Customer consents to processing personal information by Microsoft and its agents to facilitate the subject matter of this Contract. Customer will obtain all required consents from third parties (including Customer’s contact, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its Contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use transfer, retention, and processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export

Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

6. Warranties.

- a. **Limited warranties and remedies - Professional Services.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of date of the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section; however, nothing in this section shall affect the Government's termination for cause rights contained in FAR 52.212-4(l) and (m).
- b. **Exclusions.** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta products or to components of Products that Customer is permitted to redistribute. **DISCLAIMER. Except for limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of merchantability, fitness for a particular purpose, title and non-infringement.**

7. Defense of third party claims.

Microsoft will defend the Government against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the Microsoft is promptly notified in writing of the claim, and subject to the requirements of 28 U.S.C. 516, has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all reasonably requested assistance and information. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

Microsoft will defend Customer against any third-party claims to the extent it alleges that any Fix or Service Deliverable made available by Microsoft for a fee and used with the scope of Section 3 of this Agreement (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's intellectual property rights and refund any fees paid for such Services Deliverable(s).

- a. Microsoft's obligations will not apply to the extent that the claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) the Customer provides;; (ii) the Customer's use of a fix or service deliverable after Microsoft notifies the Customer to discontinue use due to such a claim; (iii) the Customer combining a fix or service deliverable with a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than Microsoft or their contractors; (v) the Customer's distribution of the services deliverable to, or its use for the benefit of, any third party other than as permitted by an applicable statement of services; (vi) the Customer's use of Microsoft's trademark(s) without express written consent to do so; or (vii) any trade secret claim that is as result of the Customer acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Microsoft or their affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. The Customer will reimburse Microsoft for any costs or damages that result from these actions.

- b. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

8. Limitations of liability.

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services during the term of the Statement of Services, subject to the following:

- o **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5000.
- o **Exclusions.** In no event will either party be liable for any indirect, incidental, special, punitive or consequential damages, or for loss of use, loss of business information, loss of revenue or interruption of business, however caused or on any theory of liability.
- a. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. Miscellaneous.

- a. **Assignment.** Neither party may assign this Contract or any portion of it without the written consent of the other in a manner inconsistent with 48 CFR 52.212-4(b).
- b. **Severability.** If any provision of this Contract is held to be unenforceable, the balance of the Contract will remain in full force and effect.
- c. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.
- d. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of a Statement of Services.
- e. **This Contract is not exclusive.** Customer is free to enter into contracts to license, use or promote non-Microsoft software or services.
- f. **Independent contractors.** The parties are independent contractors. Customer and Microsoft are free to develop products independently without the use of the other's Confidential Information.
- g. **Use of Contractors.** Microsoft may not use Contractors to perform Professional Services without the prior written permission of customer.t.
- h. **Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Contract via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.
- i. **Amendments.** Any amendment to this Contract must be executed by both parties, except that Microsoft may change the Product List and Use Rights in accordance with the terms of this Contract.

- j. *No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.
- k. *Calendar days.*** Any reference in this Contract to “day” will be a calendar day, except references that specify “business day.”
- l. *Cost or Pricing Data/Commercial items.*** Microsoft will not, under any circumstances, accept work that would require the submission of cost or pricing data as defined by 48 CFR 15.4, or the submission of non-commercial items.
- m. *Consulting Services Pricing and Payment.*** Microsoft consulting services are a commercial item service provided on a firm fixed price, indefinite delivery indefinite quantity (FFP IDIQ) or firm fixed price (FFP) basis. For fixed fee payments in a FFP Task Order, services shall be invoiced at a fixed monthly amount over the period of performance or services shall be invoiced at a fixed amount based upon a fixed milestone or deliverable schedule. Payments are due net 30 days from date of the invoice.
- n. *Premier Support Pricing and Payment.*** Microsoft’s Premier support offering is a commercial item offering to support Microsoft technology that is structured and sold based on Microsoft’s standard customary global commercial model as a firm fixed offering. The packages of support purchased at firm-fixed prices are tracked on an hourly basis and will be deducted from the total number of hours you have purchased. All Premier Support purchased on a firm-fixed price basis, including any additional Premier Support purchased after the award date of a task order may only be used during the term specified in the task order. Unless otherwise specified in a task order, Premier Support will be invoiced in monthly fixed amounts beginning the calendar month after the Commencement Date of the task order. Microsoft will revise monthly invoices to account for additional Services performed and expenses incurred upon execution of a mutually agreed upon contract or modification for same. Microsoft monthly invoices are payable in full within 30 days of date of the invoice. Prior to initiating support, the contractor must be in receipt of a task order before Premier Support can be made available or is accessible by customer.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

- 1) Attachment 1 – Fees and Payments
- 2) Attachment 2 – DD 254
- 3) Exhibit A – Quarterly Sales Report Format