

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   27
2. AMENDMENT/MODIFICATION NO.  0005	3. EFFECTIVE DATE  18 March 2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY  COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127	CODE	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		( <input checked="" type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO. N00039-14-R-0018	
		( <input checked="" type="checkbox"/> )	9B. DATED (SEE ITEM 11) 25 August 2014	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D.	OTHER (Specify type of modification and authority) Mutual agreement between the parties

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See page 2

Except as stated herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____	(Signature of Contracting Officer)

NSN 7540-01-152-8070

**STANDARD FORM 30** (REV. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 DFR) 53.243

The purpose of this amendment to solicitation N00039-14-R-0018 is to make administrative changes to the following: (1) Section B – Supplies or Services and Prices/Costs, (2) Section H – Special Contract Requirements, (3) Section I – Contract Clauses, (4) Section K – Representations, Certifications, and Other Statements of Offerors or Respondents, (5) Section L - Instructions, Conditions, and Notices to Offerors or Respondents, (6) Attachment 1, IDIQ Performance Work Statement, (7) Attachment 2, Government Requirements Traceability Matrix, (8) Attachment 3, Software Licensing Disclosure, (9) Attachment 16, Cost-Price Evaluation Template, (10) Attachment 17, Task Order 0001, (11) Attachment 18, Task Order 0002, (12) Attachment 19, Product Capability Matrix, (13) Attachment 24, Enterprise Hosting Template, and (14) Exhibit A, Contract Data Requirements List. The following changes are hereby made:

1. Section B – Supplies or Services and Prices/Costs is hereby modified to include clarifying language into the descriptions for CLINs 0005, 0006, 0007, 0008, 0009, 0010, 1005, 1006, 1007, 1008, 1009, 1010, 1014, 1015, 1016, 2005, 2006, 2007, 2008, 2009, 2010, 2014, 2015, 2016, 3005, 3006, 3007, and 3008. As such, the following changes are hereby incorporated:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 FFP	Licenses – Stage 1	1	EACH		
	Perpetual enterprise software licenses and perpetual non-enterprise software licenses for an off-the-shelf (OTS) electronic health record (EHR) software solution that meets all requirements in accordance with Section 5 of the IDIQ Performance Work Statement (PWS) and Attachment 2, Government Requirements Traceability Matrix (RTM), including product improvement and enhancements and performance standards. This CLIN also includes licenses to Third Party Content as defined in clause H-2, if perpetual licenses are provided. All licenses shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 FFP	Licenses – Stage 2	1	EACH		
	Perpetual enterprise software licenses and perpetual non-enterprise software licenses for an off-the-shelf (OTS) electronic health record (EHR) software solution that meets all requirements in accordance with Section 5 of the IDIQ Performance Work Statement (PWS) and Attachment 2, Government Requirements Traceability Matrix (RTM), including product improvement and enhancements and performance standards. This CLIN also includes licenses to Third Party Content as defined in clause H-2, if perpetual licenses are provided. All licenses shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 FFP	License Maintenance – Stage 1	1	EACH		
	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 FFP	License Maintenance – Stage 2	1	EACH		
	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 CPIF	Solution Integration & Configuration	1	LOT		
	Services and materials required to integrate the EHR solution and obtain the Limited Fielding for Initial Operational Capability (IOC) Authority to Proceed (ATP) in accordance with Sections 5.2 (excluding software licenses), 5.3 – 5.7, 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
TARGET COST					
TARGET FEE					
TOTAL TGT COST + FEE					
MINIMUM FEE					\$0.00
MAXIMUM FEE					
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 CPIF	IOC Deployment	1	LOT		
	Services and materials required to deploy the EHR solution to the IOC sites and obtain the Full Deployment Decision (FDD) ATP in accordance with Sections 5.2 (excluding software licenses), 5.3 – 5.7, 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
TARGET COST					
TARGET FEE					
TOTAL TGT COST + FEE					
MINIMUM FEE					\$0.00
MAXIMUM FEE					
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 FFP	Licenses – Stage 3	1	EACH		
OPTION	Perpetual enterprise software licenses and perpetual non-enterprise software licenses for an off-the-shelf (OTS) electronic health record (EHR) software solution that meets all requirements in accordance with Section 5 of the IDIQ Performance Work Statement (PWS) and Attachment 2, Government Requirements Traceability Matrix (RTM), including product improvement and enhancements and performance standards. This CLIN also includes licenses to Third Party Content as defined in clause H-2, if perpetual licenses are provided. All licenses shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 FFP	Licenses – Stage 4	1	EACH		
OPTION	Perpetual enterprise software licenses and perpetual non-enterprise software licenses for an off-the-shelf (OTS) electronic health record (EHR) software solution that meets all requirements in accordance with Section 5 of the IDIQ Performance Work Statement (PWS) and Attachment 2, Government Requirements Traceability Matrix (RTM), including product improvement and enhancements and performance standards. This CLIN also includes licenses to Third Party Content as defined in clause H-2, if perpetual licenses are provided. All licenses shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 FFP	Licenses – Stage 5	1	EACH		
OPTION	Perpetual enterprise software licenses and perpetual non-enterprise software licenses for an off-the-shelf (OTS) electronic health record (EHR) software solution that meets all requirements in accordance with Section 5 of the IDIQ Performance Work Statement (PWS) and Attachment 2, Government Requirements Traceability Matrix (RTM), including product improvement and enhancements and performance standards. This CLIN also includes licenses to Third Party Content as defined in clause H-2, if perpetual licenses are provided. All licenses shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 FFP	License Maintenance – Stage 3	1	EACH		
OPTION	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 FFP	License Maintenance – Stage 4	1	EACH		
OPTION	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 FFP	License Maintenance – Stage 5	1	EACH		
OPTION	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014 CPFF	Enterprise Sustainment – Stage 3	1	EACH		
OPTION	Services and materials for sustainment of the EHR solution in accordance with Sections 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015 CPFF	Enterprise Sustainment – Stage 4	1	EACH		
OPTION	Services and materials for sustainment of the EHR solution in accordance with Sections 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016 CPFF	Enterprise Sustainment – Stage 5	1	EACH		
OPTION	Services and materials for sustainment of the EHR solution in accordance with Sections 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 FFP	Licenses – Stage 6	1	EACH		
OPTION	Perpetual enterprise software licenses and perpetual non-enterprise software licenses for an off-the-shelf (OTS) electronic health record (EHR) software solution that meets all requirements in accordance with Section 5 of the IDIQ Performance Work Statement (PWS) and Attachment 2, Government Requirements Traceability Matrix (RTM), including product improvement and enhancements and performance standards. This CLIN also includes licenses to Third Party Content as defined in clause H-2, if perpetual licenses are provided. All licenses shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 FFP	Licenses – Stage 7	1	EACH		
OPTION	Perpetual enterprise software licenses and perpetual non-enterprise software licenses for an off-the-shelf (OTS) electronic health record (EHR) software solution that meets all requirements in accordance with Section 5 of the IDIQ Performance Work Statement (PWS) and Attachment 2, Government Requirements Traceability Matrix (RTM), including product improvement and enhancements and performance standards. This CLIN also includes licenses to Third Party Content as defined in clause H-2, if perpetual licenses are provided. All licenses shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 FFP	Licenses – Stage 8	1	EACH		
OPTION	Perpetual enterprise software licenses and perpetual non-enterprise software licenses for an off-the-shelf (OTS) electronic health record (EHR) software solution that meets all requirements in accordance with Section 5 of the IDIQ Performance Work Statement (PWS) and Attachment 2, Government Requirements Traceability Matrix (RTM), including product improvement and enhancements and performance standards. This CLIN also includes licenses to Third Party Content as defined in clause H-2, if perpetual licenses are provided. All licenses shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 FFP	License Maintenance – Stage 6	1	EACH		
OPTION	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 FFP	License Maintenance – Stage 7	1	EACH		
OPTION	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 FFP	License Maintenance – Stage 8	1	EACH		
OPTION	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014 CPFF	Enterprise Sustainment – Stage 6	1	EACH		
OPTION	Services and materials for sustainment of the EHR solution in accordance with Section 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015 CPFF	Enterprise Sustainment – Stage 7	1	EACH		
OPTION	Services and materials for sustainment of the EHR solution in accordance with Section 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016 CPFF	Enterprise Sustainment – Stage 8	1	EACH		
OPTION	Services and materials for sustainment of the EHR solution in accordance with Sections 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 FFP	License Maintenance – Stage 9	1	EACH		
	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 CPFF	Enterprise Sustainment – Stage 9	1	EACH		
	Services and materials for sustainment of the EHR solution in accordance with Section 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 FFP	License Maintenance – Stage 10	1	EACH		
	Software maintenance for major, minor, and maintenance releases, cybersecurity, and software assurance that meets all requirements in accordance with Sections 5.5 and 5.8 of the IDIQ Performance Work Statement and Attachment 2, Government Requirements Traceability Matrix (RTM). This CLIN includes maintenance to Third Party Content as defined in clause H-2. Such maintenance shall comply with clause H-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 CPFF	Enterprise Sustainment – Stage 10	1	EACH		
	Services and materials for sustainment of the EHR solution in accordance with Section 5.8.2, 5.8.4, and 5.8.5 of the IDIQ Performance Work Statement. This CLIN includes any cloud computing services in accordance with H-2. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

2. Section H – Special Contract Requirements is hereby modified as follows:

- a. H-2 Enterprise Software Licensing and Software Maintenance is updated to include clarifying language and is replaced in its entirety with the following:

**H-2 ENTERPRISE SOFTWARE LICENSING AND SOFTWARE MAINTENANCE**

- a. Definitions.

**Stage** – An increment of the DHMSM Enterprise during a 12-month period of time. The DHMSM Enterprise consists of eight (8) Stages. Each subsequent Stage includes the previously ordered Stages. Stages 9 and 10 are for maintenance purposes only.

**Enterprise** – All authorized end-users; all Military Treatment Facilities (MTFs) as defined in Attachment 12, Segment 1 MTF List and MTF Codes; all operational medicine environment platforms as defined in Attachment 13, Segment 2 Roles of Care and Descriptive Statistics; and all infrastructure (including hardware, underlying frameworks for providing Cloud Computing Services) required to operate the EHR system in accordance with the contract.

**Enterprise Software** – At a minimum, any software and database management systems (DBMSs) required to deliver the functional requirements provided in Attachment 2, Government Requirements Traceability Matrix software, to include the Best of Suite (BoS) and all Best of Breed(s) (BoB). Also includes any other software the contractor proposed to deliver on an enterprise basis in Attachment 3, Software Licensing Disclosure (Offeror to complete with its proposal. See provision L-8, Sub-factor 2.3).

**Non-Enterprise Software** – Software not covered under the definition of “Enterprise Software.”

**Authorized end-users** – Government and non-Government personnel authorized by the Government to use the EHR system for both Segment 1 and Segment 2, to include activated members of the National Guard and Reserves.

**Software Maintenance** – Includes all releases of the software such as major releases, minor releases, maintenance releases, patches, cybersecurity, and software assurance updates required by this contract. Releases are defined in the PEO DHMS Configuration Management Plan in Figure 3: Software Naming and Numbering Convention.

**Developmental Licenses** – Enterprise software licenses and Non-Enterprise software licenses shall include any licenses necessary for developmental and testing activities.

**Third Party Content** – Non-patient specific technical data, which is formatted and recorded in manner which requires Enterprise Software or Non-Enterprise Software to enable the delivery for patient care, but which is not owned by the Enterprise Software or Non-Enterprise Software vendor. Third Party Content can include, but is not limited to, technical data such as CPT codes and definitions.

**Cloud Computing Services** – As defined in Section I.

b. Enterprise Software Licenses. The Enterprise Software for the EHR system shall be licensed on a perpetual, enterprise basis. At the beginning of each Stage, the Government intends to purchase the portion of the enterprise associated with the end of that Stage. The estimated enterprise size at the end of each Stage is depicted in Table H-1 below. Notwithstanding the estimates in Table H-1, the Government’s actual enterprise will be licensed to use the software at all times. Except for Stage 8, if, during performance, the actual enterprise size is substantially more or less than the estimated enterprise size associated with that Stage, the Government may, at its sole discretion, accelerate or delay the purchase of the next Stage. Once the Government has purchased Stage 8, the entire enterprise will be licensed regardless of the future enterprise size.

**Table H-1:**

Stage	Estimated Enterprise Size – Full Time Equivalent (FTEs)	Estimated Enterprise Size – Segment 1 Facilities
1	*	*
2	*	*
3	*	*
4	*	*

5	*	*
6	*	*
7	*	*
8	153,000	687

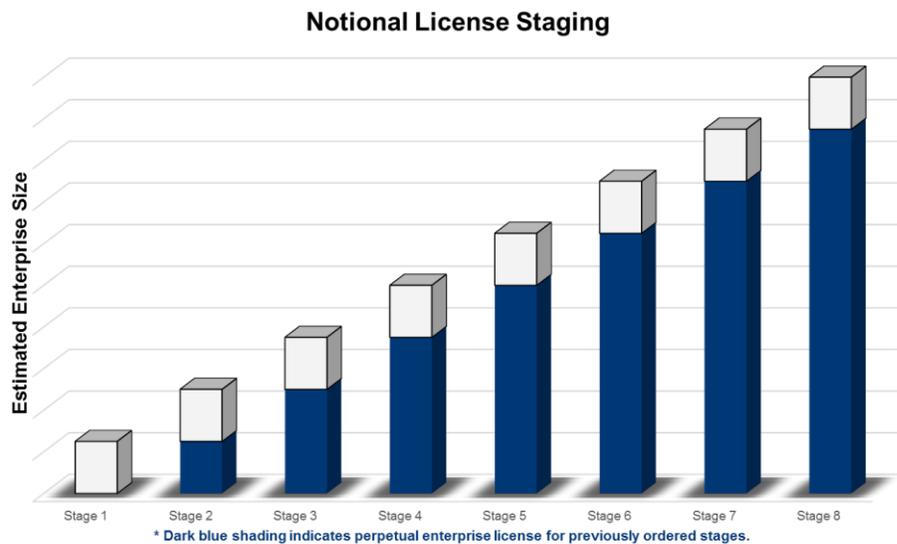
\*Offeror to complete with its proposal. See provision L-8.

**NOTE: The estimated Enterprise FTEs include partial FTEs, therefore the number of actual users may be greater than the estimated number of FTEs. For example, one FTE may consist of two part-time actual users.**

For DBMS software covered by the Enterprise Software definition, the License Agreement may include true-up terms accounting for the difference between the licensed and actual user count under the following conditions: 1) the Prime Contractor agrees to incur any additional costs resulting from a true-up at no additional cost to the Government for the life of the DHMSM contract, and to report such costs to the Government for each true-up for Government planning purposes; 2) the mechanism for tracking user count is automated, does not impose additional requirements on the Government, complies with all cybersecurity and privacy requirements in the contract, is covered by the same License Agreement as the DBMS software (or by an agreement the Government has reviewed and approved prior to award), and the license agreement for such a mechanism is transferrable to the Government in accordance with paragraph f of this clause; 3) the Prime Contractor agrees to accomplish a true-up and amend the License Agreement immediately prior to transfer of the License Agreement, pursuant to paragraph f, at no additional cost to the Government to reflect the actual user count if the actual user count is higher than the licensed user count; and, 4) the Prime Contractor submits a written agreement, which will be made part of an Attachment to the contract at award, with the relevant DBMS license agreement agreeing to conditions 1 – 3 if the license agreement includes true-up terms.

c. Non-Enterprise Software Licenses. Software not covered under the definition of “Enterprise Software.” Non-Enterprise Software is not required to be licensed in accordance with paragraph b of this clause. However, all Non-Enterprise Software must be licensed in sufficient quantities to provide licensing for those Authorized End-Users within the Enterprise, as those terms are defined in paragraph a, that need to use such Non-Enterprise Software, regardless of their respective location or Segment.

**Chart H-1:**



d. Operational Medicine. There shall be no restriction on the ability for authorized end-users to reproduce or distribute to other authorized end-users the Gold-Disk contents referenced in Section 5.7.5 of the IDIQ PWS.

e. Term of License. All licenses acquired under the contract will be perpetual licenses regardless of the expiration or termination of this contract or any lapses in maintenance.

f. Transferability. All licenses will be transferable to the Government at no additional cost upon request of the Government with sixty (60) days prior notice. Unless otherwise specified by the Government, the contractor will transfer all licenses to the Government sixty (60) days prior to expiration of the final task order issued under this contract. Unless otherwise agreed to in writing by the Contracting Officer, the transferred license agreements shall include the same terms as those in the license agreements that have been reviewed by the Government pre-award and incorporated as an attachment to the contract at award. Any other license terms must be asserted in accordance with the post-award procedures in clause H-3.

g. Software Maintenance and Version Support. Software maintenance for each Stage will be ordered on an annual basis for a twelve (12) month term. Software maintenance will cover the actual enterprise during the term of the ordered Stage.

h. Product Capabilities. The contractor is required to deliver at least the capabilities listed in Attachment 2, Government Requirements Traceability Matrix. Notwithstanding this requirement, the contractor shall deliver any additional capabilities and software modules that are part of its commercial Best of Suite package not listed in Attachment 2. If future releases of the contractor's commercial Best of Suite package include additional capabilities and software modules, those modules shall also be delivered at no additional cost to the Government as part of a major release.

i. External Capabilities. The Government may, during performance of this contract, purchase external Best of Breed modules either from the contractor or a third-party vendor to enable a desired future capability. As ordered under stand-alone task orders, the contractor will provide all integration and engineering services necessary to integrate the external capability into the DHMSM EHR solution.

j. Existing Enterprise Software Agreements. The contractor is authorized to order from existing Department of Defense Enterprise Software Initiative (DoD ESI), Enterprise Software Agreements (ESAs), Department of the Navy (DON) Enterprise Software Licensing (ESL) Agreements, or Federal Strategic Sourcing Initiative SmartBuy ESAs for the purpose of procuring / providing software licenses and software maintenance in the performance of this contract. A list of existing DON ESL agreements will be provided by the Government post award. Prior to procuring any software in the performance of this contract, the contractor shall evaluate the pricing and license terms amongst existing DoD ESI, ESAs, and DON ESLs as compared to commercial sources/agreements, following the procedures set forth in DFARS 208.74, and procure the lowest-priced software licenses and software maintenance that are consistent with the terms and conditions of this contract.

k. Third Party Content. Third Party Content shall be licensed with sufficient terms and in sufficient quantities to meet the Government needs as described in only paragraphs b, d, and f of this clause. With respect to paragraph b requirements, Third Party Content is not required to be licensed on a perpetual basis.

l. Cloud Computing Services. Cloud Computing Services shall be licensed with sufficient terms, and shall be delivered with sufficient functionality, to meet the Government needs articulated in only paragraphs c and f of this clause.

(End of clause)

- b. H-3 Post-Award Identification and Assertion Of Restrictions on Commercial Technical Data and Commercial Computer Software is updated to include clarifying language and is replaced in its entirety with the following:

### **H-3 POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON COMMERCIAL TECHNICAL DATA AND COMMERCIAL COMPUTER SOFTWARE**

a. Definitions. Unless otherwise specified in this clause, the terms used in this clause are defined in the FAR/DFARS, as applicable. A third party is any party other than the Government and the contractor, such as subcontractors. A third party license is a license not executed directly between the Government and the contractor.

b. Post-Award Assertions. In addition to the pre-award assertions made by the contractor in Attachment \*\*\*\* pursuant to provision K-13, the contractor may identify and assert additional restrictions on commercial technical data (TD) (i.e., technical data pertaining to a commercial item), commercial computer software (CS), and commercial computer software documentation (CSD), including third party TD, CS, and CSD, after award if such assertions are based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. The Government will adjudicate those identifications and assertions based on law and regulation. Such identifications and assertions shall be submitted to the Government Contracting Officer as soon as practicable prior to the scheduled date for delivery of the commercial TD, CS, or CSD, following the same requirements and using the same table format for pre-award assertions found at paragraph (e) below, and signed by an official authorized to contractually obligate the contractor.

c. Copies of Commercial Licenses. The contractor shall provide copies of all commercial license(s), including third party licenses, to commercial TD, CS, or CSD which the contractor intends to deliver under this contract. The Government will review the licenses to ensure that the license terms are consistent with clause H-2, federal procurement law, and meet the Government program's user needs as defined in the subparagraphs below.

1. Typical licensing terms that are inconsistent with federal procurement law can include, but are not limited to, jurisdiction and venue (must be Federal law and venue), indemnification of vendor and automatic renewals (Anti-Deficiency Act violation), Order of Precedence (contract will take precedence over license), dispute resolution (disputes must be in accordance with Disputes clause in contract), and injunctive relief (no injunctive relief against the Government is available, per 28 USC § 1498(b)). This list is not all-inclusive.

2. Regarding the Government program's user needs for TD, CS, or CSD delivered under this Contract, the Government will need rights to use, modify, release, display, disclose and distribute commercial computer software and commercial technical data associated with interface deliverables and commercial technical data and computer software documentation associated with training deliverables outside of the Government for DHMSM Purposes, but only under conditions that prohibit any further distribution by the third party recipient for any purpose. "DHMSM Purposes" is defined in clause H-8, DHMSM IP License Agreement. When exercising such rights the Government intends to use the Non-Disclosure Agreement found at DFARS 227.7103-7, Use and Non-Disclosure Agreement, or utilize substantially similar language incorporated in the recipient's contract with the Government.

3. If the contractor intends to use and deliver to the Government third party TD, CS, or CSD in the performance of the contract, the contractor shall list such commercial TD, CS, or CSD in paragraph (e). The contractor shall ensure the license addresses the Government criteria in paragraph (c) and its subparagraphs.

d. Use of Commercial Computer Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the contractor intends to deliver OSS while performing under the contract, the contractor shall follow the same rules as prescribed in provision K-13 as for commercial computer software. Additionally, if the contractor intends to use, but not deliver, commercial computer software (including OSS), the contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under

Government intellectual property or Government data rights to the Government computer software deliverables.

e. Table Format for Identification and Assertion of Restrictions. The contractor shall identify all commercial TD, CS, and CSD restrictions as follows:

**Identification of Commercial Technical Data/Computer Software (Including Open Source Software) Use and Modifications**

Commercial Technical Data/Computer Software Title, Version #, and License*	Technical Use/Implementing Approach**	If OSS, was OSS modified by contractor?***	Name of contractor, including third parties, asserting restrictions****

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

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

\*\*\* If OSS is used, the contractor shall state whether it has modified the OSS.

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

\*\*\*\*\**To be determined at time of award.*

(End of clause)

c. H-8 DHMSM IP License Agreement is updated to include clarifying language and is replaced in its entirety with the following:

**H-8 DHMSM IP LICENSE AGREEMENT**

The GOVERNMENT, as represented by Program Manager for the Department of Defense (DoD) Healthcare Management System Modernization (PM DHMSM), and the CONTRACTOR, [SUCCESSFUL OFFEROR]\*, a [CORPORATION, LLC, ETC.]\* formed under the laws of [STATE OF INCORPORATION]\* and located at [CORPORATE HQ ADDRESS]\*, agree, as follows:

1. APPLICABILITY

This AGREEMENT applies to all DHMSM intellectual property (IP). The GOVERNMENT and CONTRACTOR agree that all of the DHMSM IP comprises either TD or CS, as defined below.

2. DEFINITIONS

2.1 Definitions Incorporated by Reference.

Terms not specifically defined in this AGREEMENT shall have the same meanings as set forth in DFARS §252.227-7013, Rights in Technical Data--Noncommercial Items (the 7013 clause), or as set forth in DFARS §252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (the 7014 clause), as applicable.

2.2. Additional Definitions.

2.2.1. "AGREEMENT" means this License AGREEMENT for DHMSM IP, as embodied in this local H-Clause, and all amendments/modifications and supplements thereto.

2.2.2. "CONTRACT" means GOVERNMENT contract number N00039-15-D-XXXX\*.

2.2.3. "CS" means DHMSM IP that is computer software.

2.2.4. "DHMSM" means the DoD Healthcare Management Systems Modernization program.

2.2.5. "DHMSM IP" means:

- (i) Noncommercial TD and CS that is listed in provision K-11 of the CONTRACT with other than Government Purpose Rights (GPR);
- (ii) Commercial TD and CS in provision K-13 (as modified by clause H-3 if post-award assertions are accepted by the Government) of the CONTRACT that is associated with **interface deliverables**; and,
- (iii) Commercial TD in provision K-13 (as modified by clause H-3 if post-award assertions are accepted by the Government) of the CONTRACT that is associated with training **deliverables**.

DHMSM IP does not include (i) any TD/CS that is not listed in K-11 (which must be delivered with Unlimited Rights); (ii) **commercial CS in provision K-13 (as modified by clause H-3 if post-award assertions are accepted by the Government) that is associated with training deliverables**; or (iii) any Trademarks or Service Marks owned or controlled by CONTRACTOR.

"IP" means intellectual property embodied in the form of TD, CS, trade secrets, copyrights, or patents. For purposes of this AGREEMENT, IP does not include knowhow or other unrecorded forms of proprietary knowledge.

2.2.6. "DHMSM PURPOSES" means purposes of, throughout the program lifecycle:

- i. Operation, maintenance and sustainment the EHR system solution;
- ii. Modification of interfaces (as defined in the DHMSM Interface Strategy);
- iii. Cybersecurity and software assurance, including access to and scans of the EHR system code;
- and,
- iv. Training on the EHR system solution.

2.2.7. "SPECIFICALLY NEGOTIATED LICENSE RIGHTS" or "SNLR" means the rights to:

- i. Access, use, modify, reproduce, release, perform, display, or disclose DHMSM IP within the GOVERNMENT without restriction; and,
- ii. Subject to the terms of this Agreement, release, distribute or disclose DHMSM IP outside the GOVERNMENT and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for DHMSM PURPOSES.

2.2.8. "TD" means DHMSM IP that is technical data. TD includes CS documentation.

### 3. GRANT OF RIGHTS

3.1. Subject to the terms and conditions of this AGREEMENT, CONTRACTOR grants SPECIFICALLY NEGOTIATED LICENSE RIGHTS in the DHMSM IP to the GOVERNMENT.

3.2. CONTRACTOR shall not assert patent rights, trade secret protections, data rights, or any form of intellectual property protection, either against GOVERNMENT or against third parties, which would limit the GOVERNMENT's full exercise of its SPECIFICALLY NEGOTIATED LICENSE RIGHTS in the DHMSM IP.

3.3. The GOVERNMENT shall have Unlimited Rights in all other TD and CS (other than the DHMSM IP as listed above) that have been delivered under the CONTRACT, unless data rights on such TD and CS has been previously asserted in provision a data rights assertions list that complies with provision K-11, 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions.

3.4. The GOVERNMENT shall have the rights to use, modify, reproduce, perform, display, release, or disclose in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so any commercial TD or CS (other than DHMSM IP) that is delivered under the CONTRACT, unless that commercial TD/CS is not DHMSM IP, and is listed in provision K-13 (as modified by clause H-3 if post-award assertions are accepted by the Government) with license terms that are consistent with federal procurement law.

### 4. TITLE

The GOVERNMENT acknowledges that title to and ownership of all intellectual property rights in the DHMSM IP are and shall remain with CONTRACTOR and its licensors. The GOVERNMENT acquires only the rights to the DHMSM IP as defined herein and in accordance with this AGREEMENT, and does not acquire any ownership rights or title in or to the DHMSM IP or that of CONTRACTOR's licensors. Accordingly, the GOVERNMENT shall:

- (A) not alter, publish, republish, perform, distribute, assign, sublicense, sell, adapt, lease, rent, reverse compile, reverse engineer, reverse assemble, transmit, display, decompile, translate, or use the DHMSM IP other than as expressly permitted by this AGREEMENT;
- (B) take appropriate action by instruction, agreement, or otherwise, to ensure that the DHMSM IP are used solely in the manner permitted under this AGREEMENT;
- (C) act promptly to prevent any breach hereof of the Grant of Rights by any of its employees, agents or contractors; and,
- (D) immediately notify CONTRACTOR of any material violation of this Grant of Rights in this AGREEMENT.

### 5. MARKING REQUIREMENTS

5.1. CONTRACTOR shall mark all DHMSM IP delivered under the AGREEMENT as follows:

#### Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display or disclose this technical data/computer software are restricted by Contract No. N00039-15-D-XXXX\*. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

5.2. CONTRACTOR may also place copyright notices on such TD/CS in the following format: "© YYYY, CONTRACTOR." The GOVERNMENT will not remove any copyright notices from the DHMSM IP, provided the copyright notice is in the format prescribed in this section. However, the CONTRACTOR may not add any additional language to the copyright notice (such as "All Rights Reserved", for example) that could cause confusion to future end users as to the scope of SNLR in the

DHMSM IP in any copyright notice placed on DHMSM IP delivered under the CONTRACT with SNLR. The GOVERNMENT shall have the rights to remove such language without notice to CONTRACTOR, and at CONTRACTOR's expense.

## 6. DISPUTES

### 6.1. Marking Disputes.

6.1.1. Any disputes regarding CONTRACTOR's or any third party's markings of DHMSM IP under this AGREEMENT (other than as agreed to in Section 5) shall be addressed in accordance with the clause DFARS 252.227-7019 ("Validation of Asserted Restrictions--Computer Software") or DFARS 252.227-7037 ("Validation of Restrictive Markings on Technical Data"), as applicable.

6.1.2. If unjustified or nonconforming third party markings are found in DHMSM IP, CONTRACTOR agrees (at its cost) to: (i) obtain written permission from the third party to allow the GOVERNMENT to remove or ignore the marking (provided the GOVERNMENT uses the applicable DHMSM IP in accordance with this AGREEMENT); or, (ii) modify the DHMSM IP by replacing it with other DHMSM IP that is at least functionally equivalent to the DHMSM IP at issue, and that is not marked with third party markings. In cases where the DHMSM IP is modified and/or replaced, the GOVERNMENT shall be afforded a reasonable opportunity to transition to the modified/replacement DHMSM IP before discontinuing use of the DHMSM IP containing the third party markings.

### 6.2. Other Disputes Not Related to Markings.

All other disputes arising under this AGREEMENT shall be governed by the Disputes clause in the CONTRACT.

## 7. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

### 7.1. CONTRACTOR Representations.

7.1.1. CONTRACTOR represents and warrants with respect to the DHMSM IP that it has the corporate power to extend the rights in this AGREEMENT, and that it has not made and will not make any commitments to others that are inconsistent with or in derogation of such rights.

7.1.2. CONTRACTOR represents that as of the date of the AGREEMENT, the DHMSM IP that is CS is free of reasonably detectable computer viruses, self-help code and unauthorized code. "Self-help code" means any back door, time bomb, drop dead device or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of anyone other than GOVERNMENT. "Unauthorized code" means any virus, Trojan horse, worm or other software routines or hardware designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data or to perform any other such actions.

7.1.3. CONTRACTOR agrees to: (1) defend the GOVERNMENT and its officers, employees and authorized contractors against any claim by a third party claimant alleging infringement of any United States patent, copyright, or trade secret arising out of GOVERNMENT's use of DHMSM IP consistent with the license grant hereunder (each, a "Third Party Claim"), and (2) pay all expenses, damages, judgments and costs (including any reasonable attorney fees, collectively, the "losses"), that a court finally awards against GOVERNMENT or its authorized agents or that are included in a negotiated settlement approved by CONTRACTOR, provided, that, GOVERNMENT promptly notifies CONTRACTOR in writing of the alleged claim; cooperates with CONTRACTOR in the defense of the Third Party Claim, at CONTRACTOR's expense; and allows CONTRACTOR to control the defense and any related settlement negotiations for the Third Party Claim. CONTRACTOR's duties of defense and indemnification are limited to infringements that are due to CONTRACTOR's actions or that CONTRACTOR knew or should have known about as of the award date of the CONTRACT.

7.1.4. CONTRACTOR has no obligation to defend or indemnify GOVERNMENT against any claim arising from or related to: (1) DHMSM IP that has been altered by the Government or another contractor after delivery by the CONTRACTOR; and (2) use of the DHMSM IP in combination with other hardware or software, when the claim is based on the combination.

7.1.5. If a Third Party Claim is made or appears likely to be made, GOVERNMENT agrees to permit CONTRACTOR to (i) obtain rights to allow the GOVERNMENT to continue to use the DHMSM IP pertaining to the Third Party Claim, (ii) modify it, or (iii) replace it with other DHMSM IP that is at least functionally equivalent to the DHMSM IP at issue. In cases where the DHMSM IP is modified or replaced, the GOVERNMENT shall be afforded a reasonable opportunity to transition to the modified/replacement DHMSM IP before discontinuing use of the DHMSM IP pertaining to the Third Party Claim. After transitioning to the replacement DHMSM IP, the GOVERNMENT shall return the discontinued DHMSM IP to CONTRACTOR upon its written request to GOVERNMENT. CONTRACTOR and the GOVERNMENT will then promptly negotiate a fair refund to be paid to the GOVERNMENT.

## 7.2. GOVERNMENT Representations.

The GOVERNMENT represents that it shall require recipients to execute the non-disclosure agreement specified at DFARS 227.7103-7, Use and Non-Disclosure Agreement (hereinafter, NDA), or that the recipient, if a contractor, has DFARS §252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends incorporated into its contract, before disclosing any DHMSM IP to a recipient outside of GOVERNMENT. A copy of the executed NDA shall be provided to CONTRACTOR. The NDA shall name the CONTRACTOR as a third party beneficiary, to provide the CONTRACTOR an opportunity to enforce the NDA, if needed.

## 8. RESERVED

## 9. DELIVERY

### 9.1. Ordering and Delivery Requirement.

The GOVERNMENT shall make all reasonable efforts to specify what DHMSM IP is required to be delivered at the award of the CONTRACT. However, because of the complexity of the DHMSM procurement, the GOVERNMENT cannot be certain that it has ordered all DHMSM IP that is needed for DHMSM PURPOSES. Therefore, the parties agree that execution of the CONTRACT constitutes a GOVERNMENT ordering of DHMSM IP and a request for delivery of DHMSM IP by the Government, but only for purposes of satisfying the FAR/DFARS formalities so that the SNLR in the DHMSM IP vest in the GOVERNMENT. The actual delivery requirements, procedures (access, transfer, etc.) and timetables shall be in accordance with the CONTRACT.

## 10. GENERAL

### 10.1. Integration and Order of Precedence.

This AGREEMENT is part of the CONTRACT, and together they shall be the entire agreement between the parties in relation to the DHMSM IP, to the exclusion of all antecedent or present representations, undertakings, agreements or warranties, express or implied. In case of conflicts between the AGREEMENT and another part of the CONTRACT, the CONTRACT Order of Precedence clause shall govern whether the AGREEMENT or the CONTRACT shall take precedence.

### 10.2. Failures and Omissions.

A failure or omission by either party to enforce any remedy for any breach of any term or condition of this AGREEMENT shall not be construed as a waiver of such term or conditions.

### 10.3. Assignment, Sublicensing and Transfer.

This AGREEMENT shall not be assigned, sublicensed nor transferred by CONTRACTOR without prior written agreement of GOVERNMENT. The CONTRACTOR shall flow down the requirements of this agreement to all subcontractors.

10.4. Articles, Sections and Paragraphs.

The division of this AGREEMENT into articles, sections, and/or paragraphs and the insertion of paragraph headings are for convenience of reference only and shall not affect the construction or interpretation of the terms of this AGREEMENT.

10.5. Amendments and Modifications.

No amendments to or modifications of this AGREEMENT shall be effective unless reduced to writing and executed by the Parties hereto.

10.6. No Endorsement.

THIS AGREEMENT DOES NOT, IN ANY MANNER, CONSTITUTE AN ENDORSEMENT BY GOVERNMENT OF ANY RESULTS, RESULTING DESIGNS, HARDWARE, SOFTWARE OR ANY OTHER APPLICATIONS RESULTING FROM THE USE OF DHMSM IP UNDER THIS AGREEMENT. THIS AGREEMENT DOES NOT OBLIGATE THE GOVERNMENT IN ANY WAY, SHAPE OR FORM TO AWARD FUTURE PROCUREMENTS TO CONTRACTOR.

10.7. Choice of Law.

This AGREEMENT is subject solely to United States Federal law for all purposes, including, but not limited to, jurisdiction and venue, determining the validity of this AGREEMENT, the meaning of its provisions, and the rights, obligations and remedies of the parties.

10.8. CONTRACTOR Contractual Obligations.

Nothing in this AGREEMENT excuses or relieves CONTRACTOR from its performance of any contractual requirements with or contractual obligation to GOVERNMENT that is beyond the scope of this AGREEMENT.

10.9. TD/CS Classification.

10.9.1. GOVERNMENT and CONTRACTOR agree that DHMSM IP that is associated with interfaces as defined in Section 2.2.5(ii) is Form, Fit and Function (FFF) IP.

10.9.2. GOVERNMENT and CONTRACTOR agree that DHMSM IP associated with training as defined in 2.2.5(iii) is necessary for training on DHMSM, and as such is classified as Operations, Maintenance, Installation and Training (OMIT) IP.

*\*To be determined at contract award.*

(End of Clause)

3. Section I – Contract Clauses is hereby modified to incorporate I-23 as follows:

**I-23            252.239-7999    CLOUD COMPUTING SERVICES            (DEVIATION) (JAN 2015)**

(a) Definitions. As used in this clause—

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any

other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Government data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include a contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means an unauthorized transfer of classified data or controlled unclassified information to an information system that is not accredited for the applicable security level of the data or information.

(b) Cloud security requirements. The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that are required for the security level and services being provided, in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time of contract award) found at [http://iase.disa.mil/cloud\\_security/Pages/index.aspx](http://iase.disa.mil/cloud_security/Pages/index.aspx) (Note: the new cyber incident reporting requirements of SRG section 6.4 become enforceable by the Government upon the effective date of the information collection governing the new reporting requirements (see DFARS case 2013-D018). However, this does not abrogate, limit, or otherwise affect the Contractor’s obligation to comply with any other cyber incident reporting or other reporting requirement that is contained in this contract).

(c) Limitations on access to, and use and disclosure of, government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order issued hereunder.

(i) If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records management.

(1) The Contractor shall deliver to the Contracting Officer all Government data and Government-related data in the format specified in the schedule.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data. The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage. Upon written notification by the Government of a spillage, or the Contractor's discovery of a spillage, the Contractor shall coordinate immediately with the responsible Government official to correct the spillage in compliance with agency-specific instructions.

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

(End of clause)

4. Section K – Representations, Certifications, and Other Statements of Offerors or Respondents, K-13 – Pre-Award Identification and Assertion of Restrictions on Commercial Technical Data and Commercial Computer Software is updated to include clarifying language and is replaced in its entirety with the following:

**K-13 PRE-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON  
COMMERCIAL TECHNICAL DATA AND COMMERCIAL COMPUTER SOFTWARE  
(MARCH 2014)**

a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR and DFARS, as applicable. A third party is any party other than the Government and the Contractor, such as subcontractors. A third party license is a license not executed directly between the Government and the Contractor.

b. Identification and Assertion of Restrictions. The Offeror shall not deliver or otherwise provide to the Government any commercial technical data (TD) (i.e. technical data pertaining to a commercial item), commercial computer software (CS), or commercial computer software documentation (CSD), including third party TD, CS, or CSD, with restrictive markings (or otherwise subjected to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the commercial TD, CS, or CSD are identified in accordance with the following requirements:

c. Pre-Award Identification and Assertion. The Offeror shall identify all TD, CS, and CSD, including third party TD, CS, and CSD, that it proposes will be delivered or otherwise provided throughout the entire contract (including all Delivery/Task Orders, if issued, and Option CLINs, if exercised) with rights more restrictive than Unlimited Rights as follows:

1. The Offeror shall identify and assert any restrictions for all commercial TD, CS, and CSD using the format provided in paragraph (f) below.
2. An Offeror's failure to submit, complete, or sign the identification and assertions required by this provision with its offer may render the offer ineligible for award.
3. If the Offeror is awarded a contract, the assertions identified in this provision will be listed in an Attachment to that Contract.

d. Copies of Commercial Licenses. The Offeror shall provide copies of all commercial license(s) to commercial TD, CS, or CSD, including third party licenses, that the Offeror proposes to deliver under this contract. The Government will review the licenses to ensure that the license terms are consistent with clause H-2, federal procurement law, and meet the Government program's user needs as defined in the sub-paragraphs below. All

such commercial licenses will be made part of an Attachment to the Contract at award. If the Offeror intends to deliver commercial technical data under the terms of DFARS 252.227-7015, Technical Data-Commercial Items instead of its own commercial license, the Offeror shall include DFARS 252.227-7015 in the Pre-Award table found at paragraph (f) below.

1. Typical licensing terms that are inconsistent with federal procurement law can include, but are not limited to, jurisdiction and venue (must be Federal law and venue), indemnification of vendor and automatic renewals (Anti-Deficiency Act violation), Order of Precedence (Contract will take precedence over license), dispute resolution (disputes must be in accordance with Disputes clause in Contract), and injunctive relief (no injunctive relief against the Government is available, per 28 USC §1498(b)). This list is not all-inclusive, but is intended to convey the most common license terms that are problematic to the Government and that must be resolved prior to award.

2. Regarding the Government program’s user needs for technical data and computer software delivered under this Contract, the Government will need the rights to use, modify, release, display, disclose and distribute commercial computer software and commercial technical data associated with **interface deliverables** and **commercial technical data associated with training deliverables** outside of the Government for DHMSM Purposes, but only under conditions that prohibit any further distribution by the third party recipient for any purpose. “DHMSM Purposes” is defined in clause H-8, DHMSM IP License Agreement. When exercising such rights the Government intends to use the Non-Disclosure Agreement found at DFARS 227.7103-7, Non-Disclosure Agreement, or utilize substantially similar language incorporated in the recipient’s contract with the Government.

3. If the Offeror intends to use and deliver to the Government third party commercial TD, CS, or CSD in the performance of the contract, the Offeror shall list such commercial TD, CS, or CSD in paragraph (f). The Offeror shall ensure the license addresses the Government criteria in paragraph (d) and its sub-paragraphs.

e. Use of Commercial Computer Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Offeror proposes to deliver OSS while performing the Contract, the Contractor shall follow the same procedures prescribed in this provision for commercial computer software. Additionally, if the Offeror proposes to use, but not deliver, commercial computer software (including OSS), the Contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables, or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables. Finally, if the Offeror proposed to use, but not deliver, commercial computer software that is not OSS, the Offeror shall state whether the Government will need such commercial computer software for the Government’s DHMSM Purposes.

f. Table Format for Identification and Assertion of Restrictions. The Contractor shall identify all commercial TD, CS, and CSD as follows:

**Identification of Commercial Technical Data/Computer Software (Including Open Source Software) Use and Modifications**

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

\* For commercial technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data (by CDRL, if applicable) and each such item, component, or process. For computer software or computer software documentation identify the computer software or computer software documentation (by CDRL, if applicable). The complete title and version number of the computer software shall be listed. If Open Source Software

(OSS), the OSS license and version number shall be listed. If a version number is not available, the Contractor shall state no version number. If commercial technical data is being delivered under the terms of DFARS 252.227-7015, then DFARS 252.227-7015 shall be listed. If the OSS was downloaded from a website, the website address shall also be provided. Enter none if all commercial technical data or commercial computer software will be submitted without restrictions.

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

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

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

(End of provision)

5. Section L – Instructions, Conditions, and Notices to Offerors or Respondents is hereby modified as follows:

a. Section L-8, Submission of Proposals, (b), Volume 4, Factor 5 is modified from:

Factor 5 – Small Business Participation & Subcontracting Plan

To:

Factor 5 – Small Business Participation

b. Section L-8, Submission of Proposals, (c) Page Limitations, paragraph (1) is modified from:

1) All proposals must comply with the following page limitations. The page limitation for Factors 2 (Technical Approach) and 3 (Product) is 420 pages total. Offerors have discretion in how the 420-page count is allocated across the two factors; however, the total page count shall not exceed the 420-page limit. All pages within Volumes 2 and 3 shall be consecutively numbered across Volumes 2 and 3 starting at page one (1). Information submitted in excess of the page limits will not be read or evaluated. Each page shall contain a footer that includes at a minimum the offeror’s name, RFP number, volume number, page number, and, if applicable, restrictive legend.

To:

1) All proposals must comply with the following page limitations. The page limitation for Factors 2 (Technical Approach) and 3 (Product) is 500 pages total. Offerors have discretion in how the 500-page count is allocated across the two factors; however, the total page count shall not exceed the 500-page limit. All pages within Volumes 2 and 3 shall be consecutively numbered across Volumes 2 and 3 starting at page one (1). Information submitted in excess of the page limits will not be read or evaluated. Each page shall contain a footer that includes at a minimum the offeror’s name, RFP number, volume number, page number, and, if applicable, restrictive legend.

c. Section L-8, Submission of Proposals, (e), Table L-1 is hereby modified to incorporate the following section and file name:

ITEM	ELECTRONIC FILE NAME	FILE TYPE
Section 9: Cloud Computing Service Agreements	offerorname_cloud	*.pdf

d. Section L-8, Submission of Proposals, Sub-factor 2.3: Interoperability & Open Systems Architecture (OSA), (4)(b) is modified from:

- b) A “constrained item” includes: each item of non-commercial technical data (TD), computer software (CS), or computer software documentation (CSD) the offeror lists in K-11 with rights having more constraints than Specifically Negotiated License Rights (SNLR), as defined in clause H-8, DHMSM IP License Agreement, and each item of commercial TD, CS, or CSD listed in K-13 associated with interface and training deliverables with rights having more constraints than SNLR, as defined in clause H-8, DHMSM IP License Agreement.

To:

- b) A “constrained item” includes: each item of non-commercial technical data (TD), computer software (CS), or computer software documentation (CSD) the offeror lists in K-11 with rights having more constraints than Specifically Negotiated License Rights (SNLR), as defined in clause H-8, DHMSM IP License Agreement, and each item of commercial TD, CS, or CSD listed in K-13 associated with interface deliverables and each item of TD or CSD listed in K-13 associated with training deliverables with rights having more constraints than SNLR, as defined in clause H-8, DHMSM IP License Agreement.
- e. Section L-8, Submission of Proposals, Factor 6 Cost/Price Proposal, (2), (b) is modified from:

- b) Bases of Estimate (BOEs) – It is incumbent on the offeror to provide enough detail in quantitative and supporting information to allow the Government to assess the reasonableness, completeness, and realism of proposed costs. The BOE shall also include an audit trail sufficient for the Government to reconstruct the proposed estimate and evaluate the application of the data. The BOE shall reference and provide traceability to the applicable IDIQ PWS section/subsection, CLIN, and deployment Wave for applicable deployment costs. The BOE shall include profit for all Firm-Fixed-Price CLINs. The BOE shall explain the rationale behind all costs presented, choices made, assumptions used, etc. Offerors are reminded of provision L-8(d). To that end, it is highly recommended that offerors include a declarative statement in the BOE that any assumptions contained in the proposal are provided to explain how the offeror developed its proposed pricing and are not intended to be an exception or qualification to the requirements of the solicitation. Descriptions of the work to be performed shall be explicit regarding what work will or will not be included in the effort. The offeror shall distinguish between recurring and nonrecurring efforts.

If presenting analogies to historical systems, the offeror must establish that the analogous historical system is in fact similar enough to the proposed system to constitute a valid analogy. When using historical or analogous data, the offeror shall describe why the system is comparable to the proposed program. The BOEs shall include reasons and justification for any adjustments made to programmatic, technical and actual cost data for the historical system. The offeror shall document the basis for any adjustments applied to the historical data, such as complexity factors and normalization methods, to reflect the characteristics of the proposed system. Differences as well as similarities between the historical system and the proposed system shall be explained.

Any inconsistency, whether real or apparent, between promised performance and the proposed Cost/Price shall be explained in the BOE. For example, if the intended use of new and innovative procedures, processes or tools is the basis for an abnormally low Cost/Price, the nature of these innovative efforts and their impact on Cost/Price shall be explained and fully justified. As another example, if the offeror's investment is the basis for an abnormally low Cost/Price, this shall be explained.

In addition to a BOE narrative, the offeror shall provide at a minimum five (5) corresponding worksheets, as part of the Supporting Cost/Price Materials, which will quantify the narrative information.

The five (5) worksheets shall be segregated as follows and shall include, at a minimum, the following information for each BOE item:

- i. Labor Worksheet:
  1. List of all Labor Category elements and fully burdened labor rates (excluding fixed-fee, incentive fee, and target profit on FPI CLINs) by applicable contract year.
  2. Staff-hours for each Labor Category in item 1 by applicable contract year. Identify by name which entity (Prime or subcontractor) is performing the staff-hours. If the subcontractor is submitting proprietary BOEs, the Prime shall include a summary element.
  3. For each row in item 1, reference a single applicable IDIQ PWS sections/subsections, single CLIN, single Price ID number (as contained in Attachment 16), and single WBS number.
- ii. Bill of Materials (BOM) Worksheet:
  1. For each BOM element include:
    - a) Type (i.e., hardware, COTS software, maintenance, etc.).
    - b) Brief description/purpose of BOM element.
    - c) BOM element Quantity (per applicable contract year).
    - d) BOM element Cost (per applicable contract year).
  2. Identify materials by entity (Prime or subcontractor) by name. If the subcontractor is submitting proprietary BOEs, the Prime shall include a summary element.
  3. For each row in item 1, reference a single applicable IDIQ PWS sections/subsections, single CLIN, single Price ID number (as contained in Attachment 16), and single WBS number.
- iii. Travel Worksheet:
  1. For each travel element include:
    - a) Total travel costs (per applicable contract year).
    - b) Number of trips, number of travelers, duration of trip, location of trip, and purpose.
    - c) Cost per trip.
  2. Identify travel by entity (Prime or subcontractor) by name. If the subcontractor is submitting proprietary BOEs, the Prime shall include a summary element.
  3. For each row in item 1, reference a single applicable IDIQ PWS sections/subsections, single CLIN, single Price ID number (as contained in Attachment 16), and single WBS number.
- iv. Other Direct Costs (ODC) Worksheet:
  1. For each ODC element include, a description and total cost.
  2. Identify ODC by entity (Prime or subcontractor) by name. If the subcontractor is submitting proprietary BOEs, the Prime shall include a summary element.
  3. For each row in item 1, reference a single applicable IDIQ PWS section/subsection, single CLIN, single Price ID number (as contained in Attachment 16), and single WBS number.
- v. Direct Labor Worksheet (Information supporting the reasonableness of proposed labor rates):
  1. Explanation of Direct Labor Categories – Offerors shall provide an explanation of any direct labor categories contained in its proposal which apply to Cost-Reimbursement type CLINs. For any labor category proposed that is covered by the Service Contract Act (SCA), offerors shall provide the SCA occupation code, title, and identify the applicable wage determination.
  2. Explanation of Direct and Indirect Allocation Bases – Offerors shall provide an explanation of any direct and indirect allocation bases used in its proposal which apply to Cost-Reimbursement type CLINs.
  3. A buildup of fully burdened labor rates (excluding Fixed-Fee, Incentive Fee, and Target Profit on FPI CLINs).
  4. Direct and Indirect Rate History – The offeror shall provide historical rates for the last three (3) fiscal years for any rate included in the cost proposal.
  5. Offerors shall provide copies of correspondence from DCAA or DCMA regarding the most recent approval of rates and/or systems, such as Forward Pricing Rate Agreements (FPRAs), Forward Pricing Rate Recommendations (FPRRs), Provisional Billing Rates (PBRs), Accounting System Approval, etc. NOTE: May be provided in a separate PDF file.
  6. Offeror Cost Accounting System (CAS) Disclosure(s) as required in Section K-4, Cost Accounting Standards Notices and Certification. NOTE: May be provided in a separate PDF file.

Additionally, the offeror shall provide unpriced copies of all BOEs, including narrative sections and spreadsheets, for the purposes of technical evaluation. The unpriced BOEs shall not contain any Cost/Price information. The unpriced BOEs will be provided to the technical evaluators for their consideration in evaluating Factor 2 and Factor 3, including the Sub-factors.

To:

- b) Bases of Estimate (BOEs) – It is incumbent on the offeror to provide enough detail in quantitative and supporting information to allow the Government to assess the reasonableness, completeness, and realism of proposed costs. The BOE shall also include an audit trail sufficient for the Government to reconstruct the proposed estimate and evaluate the application of the data. The BOE shall reference and provide traceability to the applicable IDIQ PWS section/subsection, CLIN, and deployment Wave for applicable deployment costs. The BOE shall include profit for all Firm-Fixed-Price CLINs. The BOE shall explain the rationale behind all costs presented, choices made, assumptions used, etc. Offerors are reminded of provision L-8(d). To that end, it is highly recommended that offerors include a declarative statement in the BOE that any assumptions contained in the proposal are provided to explain how the offeror developed its proposed pricing and are not intended to be an exception or qualification to the requirements of the solicitation. Descriptions of the work to be performed shall be explicit regarding what work will or will not be included in the effort. The offeror shall distinguish between recurring and nonrecurring efforts.

If presenting analogies to historical systems, the offeror must establish that the analogous historical system is in fact similar enough to the proposed system to constitute a valid analogy. When using historical or analogous data, the offeror shall describe why the system is comparable to the proposed program. The BOEs shall include reasons and justification for any adjustments made to programmatic, technical and actual cost data for the historical system. The offeror shall document the basis for any adjustments applied to the historical data, such as complexity factors and normalization methods, to reflect the characteristics of the proposed system. Differences as well as similarities between the historical system and the proposed system shall be explained.

Any inconsistency, whether real or apparent, between promised performance and the proposed Cost/Price shall be explained in the BOE. For example, if the intended use of new and innovative procedures, processes or tools is the basis for an abnormally low Cost/Price, the nature of these innovative efforts and their impact on Cost/Price shall be explained and fully justified. As another example, if the offeror's investment is the basis for an abnormally low Cost/Price, this shall be explained.

In addition to a BOE narrative, the offeror shall provide at a minimum **ten (10)** corresponding worksheets, as part of the Supporting Cost/Price Materials, which will quantify the narrative information. **Worksheets 6-10 provide a standardized summary format for Labor, Materials, Travel, ODCs, and BOE Summaries and shall be completed in accordance with the instructions in Attachment 16.**

The **ten (10)** worksheets shall be segregated as follows and shall include, at a minimum, the following information for each BOE item:

- i. Labor Worksheet:
1. List of all Labor Category elements and fully burdened labor rates (excluding fixed-fee, incentive fee, and target profit on FPI CLINs) by applicable contract year.
  2. Staff-hours for each Labor Category in item 1 by applicable contract year. Identify by name which entity (Prime or subcontractor) is performing the staff-hours. If the subcontractor is submitting proprietary BOEs, the Prime shall include a summary element.
  3. For each row in item 1, reference a single applicable IDIQ PWS sections/subsections, single CLIN, single Price ID number (as contained in Attachment 16), and single WBS number.

- ii. Bill of Materials (BOM) Worksheet:
  1. For each BOM element include:
    - a) Type (i.e., hardware, COTS software, maintenance, etc.).
    - b) Brief description/purpose of BOM element.
    - c) BOM element Quantity (per applicable contract year).
    - d) BOM element Cost (per applicable contract year).
  2. Identify materials by entity (Prime or subcontractor) by name. If the subcontractor is submitting proprietary BOEs, the Prime shall include a summary element.
  3. For each row in item 1, reference a single applicable IDIQ PWS sections/subsections, single CLIN, single Price ID number (as contained in Attachment 16), and single WBS number.
- iii. Travel Worksheet:
  1. For each travel element include:
    - a) Total travel costs (per applicable contract year).
    - b) Number of trips, number of travelers, duration of trip, location of trip, and purpose.
    - c) Cost per trip.
  2. Identify travel by entity (Prime or subcontractor) by name. If the subcontractor is submitting proprietary BOEs, the Prime shall include a summary element.
  3. For each row in item 1, reference a single applicable IDIQ PWS sections/subsections, single CLIN, single Price ID number (as contained in Attachment 16), and single WBS number.
- iv. Other Direct Costs (ODC) Worksheet:
  1. For each ODC element include, a description and total cost.
  2. Identify ODC by entity (Prime or subcontractor) by name. If the subcontractor is submitting proprietary BOEs, the Prime shall include a summary element.
  3. For each row in item 1, reference a single applicable IDIQ PWS section/subsection, single CLIN, single Price ID number (as contained in Attachment 16), and single WBS number.
- v. Direct Labor Worksheet (Information supporting the reasonableness of proposed labor rates):
  1. Explanation of Direct Labor Categories – Offerors shall provide an explanation of any direct labor categories contained in its proposal which apply to Cost-Reimbursement type CLINs. For any labor category proposed that is covered by the Service Contract Act (SCA), offerors shall provide the SCA occupation code, title, and identify the applicable wage determination.
  2. Explanation of Direct and Indirect Allocation Bases – Offerors shall provide an explanation of any direct and indirect allocation bases used in its proposal which apply to Cost-Reimbursement type CLINs.
  3. A buildup of fully burdened labor rates (excluding Fixed-Fee, Incentive Fee, and Target Profit on FPI CLINs).
  4. Direct and Indirect Rate History – The offeror shall provide historical rates for the last three (3) fiscal years for any rate included in the cost proposal. For any entity (prime or sub) which submits a current pricing agreement(s) noted in item 5, historical rate information is not required for that entity. If historical information is not available for an entity, the entity shall provide explanation and basis to substantiate the realism of all direct and indirect rates.
  5. Offerors shall provide copies of correspondence from DCAA or DCMA regarding the most recent approval of rates and/or systems, such as Forward Pricing Rate Agreements (FPRAs), Forward Pricing Rate Recommendations (FPRRs), Provisional Billing Rates (PBRs), Accounting System Approval, etc. NOTE: May be provided in a separate PDF file.
  6. Offeror Cost Accounting System (CAS) Disclosure(s) as required in Section K-4, Cost Accounting Standards Notices and Certification. NOTE: May be provided in a separate PDF file.

Additionally, the offeror shall provide unpriced copies of all BOEs, including narrative sections and spreadsheets, for the purposes of technical evaluation. The unpriced BOEs shall not contain any Cost/Price information. The unpriced BOEs will be provided to the technical evaluators for their consideration in evaluating Factor 2 and Factor 3, including the Sub-factors.

- f. Section L-8, Submission of Proposals, Volume 6: Contract Documents, (9) is hereby incorporated as follows:

(9) Cloud Computing Services Agreements

Offeror shall submit copies of Cloud Computing Services Agreements required by Clause I-23 in accordance with Clause H-2. The Cloud Computing Services Agreements sub-volume shall contain a table of contents, be sequentially numbered, and allow for search functionality.

6. Attachment 1, IDIQ Performance Work Statement, Section 5.5.2.1 Software Code Quality Checking (SCQC), (h), (i) is modified from:
- i. Source code and all design time libraries and licenses (static analysis).
- To:
- i. Source code for all Enterprise Software (as defined in H-2) and all design time libraries and licenses (static analysis). Enterprise Software on the Common Criteria Portal ([www.commoncriteriaportal.org](http://www.commoncriteriaportal.org)) is not required to be scanned.
7. Attachment 2, Government Requirements Traceability Matrix is hereby replaced in its entirety and is updated to include a clarification to the Requirement Description for Non-Functional Requirement 0195.
8. Attachment 3, Software Licensing Disclosure is hereby replaced in its entirety and includes a new heading for a Unique BOM ID.
9. Attachment 16, Cost-Price Evaluation Template is hereby replaced in its entirety and includes additional clarifying instructions.
10. Attachment 17, Task Order 0001 is hereby updated to reflect changes in CLIN descriptions, deliverable format instructions in Exhibit A, added a place of performance in Section 4.1.2, and included CLIN 0010 to allow for mapping of any applicable IOC costs in Contract Year 1.
11. Attachment 18, Task Order 0002 is hereby updated to reflect changes in CLIN descriptions and Exhibit A.
12. Attachment 19, Product Capability Matrix is hereby replaced in its entirety and includes new instructions.
13. Attachment 24, Enterprise Hosting Template is hereby replaced in its entirety and includes new instructions.
14. Exhibit A, Contract Data Requirements List (CDRLs) is hereby replaced in its entirety and includes new delivery format instructions for CDRL A024.
15. An updated and conformed version of solicitation N00039-14-R-0018, Attachment 1 – IDIQ Performance Work Statement, Attachment 2 – Government Requirements Traceability Matrix, Attachment 3 – Software Licensing Disclosure, Attachment 16 – Cost-Price Evaluation Template, Attachment 17 – Task Order 0001, Attachment 18 – Task Order 0001, Attachment 19 – Product Capability Matrix, Attachment 24 – Enterprise Hosting Template, and Exhibit A, Contract Data Requirements List are provided with this amendment. Changes resulting from this amendment are highlighted in yellow. Previous highlights have been removed from conformed copies provided with this amendment.
16. All other terms and conditions of solicitation N00039-14-R-0018 remain unchanged.