

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1 75		
2. CONTRACT (Proc. Inst. Ident.) NO. N00039-15-D-0044		3. EFFECTIVE DATE 29 JUL 2015		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. AS INDICATED ON INDIVIDUAL TASK ORDERS				
5. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127		CODE N00039	6. ADMINISTERED BY (If other than Item 5) DCMA MANASSAS 14501 GEORGE CARTER WAY 2 ND FLOOR CHANTILLY VA 20151			CODE S2404A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LEIDOS, INC GOVERNMENT REPRESENTATIVE 11951 FREEDOM DRIVE RESTON, VA 20190		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			9. DISCOUNT FOR PROMPT PAYMENT AS INDICATED ON INDIVIDUAL TASK ORDERS			
		10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			ITEM SEE SECTION G			
		CODE 5UTE2		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPS PO BOX 182264 COLUMBUS OH 43218-2264		
11. SHIP TO/MARK FOR CODE AS INDICATED ON INDIVIDUAL TASK ORDERS		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE								
15G. TOTAL AMOUNT OF CONTRACT						\$4,336,822,777		
16. TABLE OF CONTENTS								
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N00039-14-R-0018-0008 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER MATTHEW G. HUDSON TEL: 571-294-6075 EMAIL: matthew.g.hudson2.civ@mail.mil				
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY _____ (b)(6) (Signature of Contracting Officer)		20C. DATE SIGNED 7/29/2015		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The cumulative amount of all task orders issued under this contract shall not exceed \$4,336,822,777. This amount constitutes the “maximum” as that term is used in paragraph (b) of the “Indefinite Quantity” clause of this contract, clause I-3.

Pricing information submitted in solicitation (b)(4) into this contract and will serve as the basis for negotiation of task orders issued under the contract.

The (b)(4) are incorporated by reference into this contract.

Lot I – Base Ordering Period – Initial Operational Capability Phase

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 CPFF	Program Management	1	LOT		
	Program management services to support integration, testing, and deployment activities to Initial Operational Capability (IOC) locations in accordance with Section 5.1 (excluding 5.1.11) of the Indefinite-Delivery/Indefinite-Quantity (IDIQ) Performance Work Statement. FOB: Destination				
ESTIMATED COST					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 COST	Travel	1	LOT		
	Travel costs in support of contract performance. Travel must be explicitly authorized by task order prior to being incurred. FOB: Destination				
ESTIMATED COST					\$10,001,444

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 COST	Other Direct Costs (ODC)	1	LOT		
	Other direct costs in support of contract performance. Other direct costs must be explicitly authorized by task order prior to being incurred. FOB: Destination				
ESTIMATED COST					\$1,384,478

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Contract Data Requirements List				NSP
	DD 1423, Contract Data Requirements List (CDRL), Exhibit A (Not Separately Priced Line Item). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 FFP	Licenses – Stage 1	1	EACH		(b)(4)
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		(b)(4)
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		(b)(4)
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		(b)(4)
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					(b)(4)
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					\$58,873,209
MINIMUM FEE					\$0.00
MAXIMUM FEE					(b)(4)
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					(b)(4)
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					(b)(4)
MINIMUM FEE					\$0.00
MAXIMUM FEE					(b)(4)
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

Lot II – Option Ordering Period – Deployment Phase 1

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 CPFF	Program Management	1	LOT		
OPTION	Program management services to support global deployment activities during the Lot II ordering period in accordance with Section 5.1 of the IDIQ Performance Work Statement. FOB: Destination				
ESTIMATED COST					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 COST	Travel	1	LOT		
OPTION	Travel costs in support of contract performance. Travel must be explicitly authorized by task order prior to being incurred. FOB: Destination				
ESTIMATED COST					\$91,647,297

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 COST	Other Direct Costs (ODC)	1	LOT		
OPTION	Other direct costs in support of contract performance. Other direct costs must be explicitly authorized by task order prior to being incurred. FOB: Destination				
ESTIMATED COST					\$1,105,399

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Contract Data Requirements List				NSP
DD 1423, Contract Data Requirements List (CDRL), Exhibit A (Not Separately Priced Line Item). FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 FFP	Licenses – Stage 3	1	EACH		(b)(4)
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		(b)(4)
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		(b)(4)
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		(b)(4)
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		(b)(4)
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		(b)(4)
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
1011 CPIF	Ad Hoc Training	1	LOT		
OPTION	Services and materials required to provide additional training in accordance with Sections 5.4, 5.7.2, 5.7.3, and 5.8.5.2 of the IDIQ Performance Work Statement which is separate and distinct from the training conducted during the Wave deployments. FOB: Destination				
TARGET COST					NTE \$340,000,000
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					(b)(4)
MINIMUM FEE					\$0.00
MAXIMUM FEE					(b)(4)
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1012 FPI	Site Deployment		EACH		
OPTION	Deployment services, including site preparation, deployment, training, change management, and post-installation support required to deploy the EHR solution to the sites in each Wave in accordance with Section 5.3 - 5.7 (excluding 5.7.3) of the IDIQ Performance Work Statement. FOB: Destination				
TARGET COST					(b)(4)
TARGET PROFIT					(b)(4)
TOTAL TARGET PRICE					(b)(4)
CEILING PRICE					120% of Target Costs
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013 CPFF	Site-Specific Engineering/Integration	1	LOT		
OPTION	Engineering services and materials to develop site-specific interfaces in a Wave in accordance with Section 5.7 of the IDIQ Performance Work Statement. FOB: Destination				
ESTIMATED COST					NTE \$100,000,000
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

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					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

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					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

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					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017 CPFF	Segment 2 Deployment Technical Support	1	EACH		
OPTION	Additional technical support services for the enterprise EHR solution in operational medicine environments in accordance with Section 5.7.5 of the IDIQ Performance Work Statement. FOB: Destination				
ESTIMATED COST					NTE \$100,000,000
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1018 CPIF	Product Improvement Engineering	1	LOT		
OPTION	Product improvement engineering services in accordance with Section 5.8.3 of the IDIQ Performance Work Statement. FOB: Destination				
TARGET COST					NTE \$40,000,000
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					(b)(4)
MINIMUM FEE					\$0.00
MAXIMUM FEE					(b)(4)
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

Lot III – Option Ordering Period – Deployment Phase 2

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 CPFF	Program Management	1	LOT		
OPTION	Program management services to support global deployment activities during the Lot III ordering period in accordance with Section 5.1 of the IDIQ Performance Work Statement. FOB: Destination				
ESTIMATED COST					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 COST	Travel	1	LOT		
OPTION	Travel costs in support of contract performance. Travel must be explicitly authorized by task order prior to being incurred. FOB: Destination				
ESTIMATED COST					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 COST	Other Direct Costs (ODC)	1	LOT		
OPTION	Other direct costs in support of contract performance. Other direct costs must be explicitly authorized by task order prior to being incurred. FOB: Destination				
ESTIMATED COST					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Contract Data Requirements List				NSP
	DD 1423, Contract Data Requirements List (CDRL), Exhibit A (Not Separately Priced Line Item). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 FFP	Licenses – Stage 6	1	EACH		(b)(4)
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		(b)(4)
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		(b)(4)
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		(b)(4)
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		(b)(4)
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		(b)(4)
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
2011 CPIF	Ad Hoc Training	1	LOT		
OPTION	Services and materials required to provide additional training in accordance with Sections 5.4, 5.7.2, 5.7.3, and 5.8.5.2 of the IDIQ Performance Work Statement which is separate and distinct from the training conducted during the Wave deployment. FOB: Destination				
TARGET COST					NTE \$340,000,000
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					(b)(4)
MINIMUM FEE					\$0.00
MAXIMUM FEE					(b)(4)
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2012 FPI	Site Deployment		EACH		
OPTION	Additional deployment services, including site preparation, deployment, training, change management, and post-installation support required to deploy the EHR solution to the sites in each Wave in accordance with Section 5.3 - 5.7 (excluding 5.7.3) of the IDIQ Performance Work Statement. FOB: Destination				
TARGET COST					(b)(4)
TARGET PROFIT					(b)(4)
TOTAL TARGET PRICE					(b)(4)
CEILING PRICE					120% of Target Costs
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013 CPFF	Site-Specific Engineering/Integration	1	LOT		
OPTION	Engineering services and materials to develop site-specific interfaces in a Wave in accordance with Section 5.7 of the IDIQ Performance Work Statement. FOB: Destination				
ESTIMATED COST					NTE \$100,000,000
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

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					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

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					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

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					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2017 CPFF	Segment 2 Deployment Technical Support	1	EACH		
OPTION	Technical support services for the enterprise EHR solution in operational medicine environments in accordance with Section 5.7.5 of the IDIQ Performance Work Statement. FOB: Destination				
ESTIMATED COST					NTE \$90,000,000
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2018 CPIF	Product Improvement Engineering	1	LOT		
OPTION	Product improvement engineering services in accordance with Section 5.8.3 of the IDIQ Performance Work Statement. FOB: Destination				
TARGET COST					NTE \$40,000,000
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					(b)(4)
MINIMUM FEE					\$0.00
MAXIMUM FEE					(b)(4)
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

Lot IV – Award Term Ordering Period – Extended Sustainment Phase

This award term ordering period may be earned by the contractor in accordance with H-7 and Attachment 15, Award Term Plan.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 FFP	Program Management	24	EACH		(b)(4)
	Program management services to support global deployment activities during the Lot IV ordering period in accordance with Section 5.1 (excluding 5.1.11) of the IDIQ Performance Work Statement. For the purposes of this CLIN, the unit of issue "EACH" equates to a month of program management services. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 COST	Travel	1	LOT		
	Travel costs in support of contract performance. Travel must be explicitly authorized by task order prior to being incurred. FOB: Destination				
ESTIMATED COST					NTE \$2,000,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 COST	Other Direct Costs (ODC)	1	LOT		
	Other direct costs in support of contract performance. Other direct costs must be explicitly authorized by task order prior to being incurred. FOB: Destination				
ESTIMATED COST					NTE \$1,000,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Contract Data Requirements List				NSP
	DD 1423, Contract Data Requirements List (CDRL), Exhibit A (Not Separately Priced Line Item). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 FFP	License Maintenance – Stage 9	1	EACH		(b)(4)
	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					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 FFP	License Maintenance – Stage 10	1	EACH		(b)(4)
	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					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 CPFF	Segment 2 Deployment Technical Support	1	EACH		
	Additional technical support services for the enterprise EHR solution in operational medicine environments in accordance with Section 5.7.5 of the IDIQ Performance Work Statement. FOB: Destination				
ESTIMATED COST					NTE \$30,000,000
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 CPIF	Product Improvement Engineering	1	LOT		
	Product improvement engineering services in accordance with Section 5.8.3 of the IDIQ Performance Work Statement. FOB: Destination				
TARGET COST					NTE \$20,000,000
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					(b)(4)
MINIMUM FEE					\$0.00
MAXIMUM FEE					(b)(4)
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011 CPFF	Transition-out	1	EACH		
	Contract transition-out services in accordance with Section 5.1.11 of the IDIQ Performance Work Statement. FOB: Destination				
ESTIMATED COST					NTE \$25,000,000
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012 CPIF	Ad Hoc Training	1	LOT		
	Services and materials required to provide additional training in accordance with Sections 5.4, 5.7.2, 5.7.3, and 5.8.5.2 of the IDIQ Performance Work Statement which is separate and distinct from the training conducted during Waves. FOB: Destination				
TARGET COST					NTE \$70,000,000
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					(b)(4)
MINIMUM FEE					\$0.00
MAXIMUM FEE					(b)(4)
SHARE RATIO ABOVE TARGET					50/50
SHARE RATIO BELOW TARGET					50/50

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Performance Work Statement is incorporated as Attachment 1, IDIQ PWS.

TABLE C-1:

NAME	CONTRACT LABOR CATEGORY
(b)(4), (b)(6)	Program Manager Chief Engineer Clinical Informaticist Physician Clinical Champion Cybersecurity Manager Security Officer Deployment Manager Training Manager

SECTION D - PACKAGING AND MARKING

Packaging and Marking Requirements will be delineated in individual Task Orders.

SECTION E - INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
ALL	*	Government	*	Government

*To be completed in individual task orders.

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection of Supplies—Fixed-Price ²	AUG 1996
52.246-2 Alt I	Inspection of Supplies Fixed-Price (Aug 1996) - Alternate I ³	JUL 1985
52.246-3	Inspection of Supplies Cost-Reimbursement ^{1,4,5}	MAY 2001
52.246-4	Inspection of Services—Fixed-Price ²	AUG 1996
52.246-5	Inspection of Services Cost-Reimbursement ^{1,4,5}	APR 1984
52.246-16	Responsibility for Supplies	APR 1984

¹*Clauses applicable only to Cost-Plus-Incentive-Fee CLINs (0009, 0010, 1011, 1018, 2011, 2018, 3010, and 3012).*

²*Clauses applicable only to Firm-Fixed-Price CLINs (0005, 0006, 0007, 0008, 1005, 1006, 1007, 1008, 1009, 1010, 2005, 2006, 2007, 2008, 2009, 2010, 3001, 3005, and 3007).*

³*Clauses applicable only to Fixed-Price Incentive (firm-target) CLINs (1012 and 2012).*

⁴*Clauses applicable only to Cost-Plus-Fixed-Fee CLINs (0001, 1001, 1013, 1014, 1015, 1016, 1017, 2001, 2013, 2014, 2015, 2016, 2017, 3006, 3008, 3009, and 3011).*

⁵*Clauses applicable only to Cost Reimbursement (no fee) CLINs (0002, 0003, 1002, 1003, 2002, 2003, 3002, and 3003).*

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order ^{2,3}	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I ^{1,4,5}	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

¹ Clauses applicable only to Cost-Plus-Incentive-Fee CLINs (0009, 0010, 1011, 1018, 2011, 2018, 3010, and 3012).

² Clauses applicable only to Firm-Fixed-Price CLINs (0005, 0006, 0007, 0008, 1005, 1006, 1007, 1008, 1009, 1010, 2005, 2006, 2007, 2008, 2009, 2010, 3001, 3005, and 3007).

³ Clauses applicable only to Fixed-Price Incentive (firm-target) CLINs (1012 and 2012).

⁴ Clauses applicable only to Cost-Plus-Fixed-Fee CLINs (0001, 1001, 1013, 1014, 1015, 1016, 1017, 2001, 2013, 2014, 2015, 2016, 2017, 3006, 3008, 3009, and 3011).

⁵ Clauses applicable only to Cost Reimbursement (no fee) CLINs (0002, 0003, 1002, 1003, 2002, 2003, 3002, and 3003).

Ordering Period*	Description
Contract award through two years thereafter.	Lot I – Base Ordering Period – Initial Operational Capability (IOC) Phase
Commences at the end of Lot I, if exercised, through three years thereafter.	Lot II – Option Ordering Period – Deployment Phase I
Commences at the end of Lot II, if exercised, through three years thereafter.	Lot III – Option Ordering Period – Deployment Phase II
Commences at the end of Lot III, if awarded in accordance with Attachment 15, Award Term Plan, for up to two years.	Lot IV – Award Term Ordering Period – Extended Sustainment Phase

*The period of performance for each task order will be determined on a task order by task order basis. Specific details on Task Order 0002 are provided below.

Task Order 0002 is expected to be issued upon the completion of Task Order 0001. Notwithstanding that fact, the contractor understands and agrees that the Government has the right to issue Task Order 0002 under the original pricing arrangement proposed by the contractor in response to the solicitation.

SECTION G - CONTRACT ADMINISTRATION DATA

MINIMUM GUARANTEE

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, clause I-3, the contract minimum quantity is a total of \$5,000,000 worth of orders. This minimum guarantee is satisfied with the issuance of Task Order N00039-15-D-0044-0001.

PGI PAYMENT INSTRUCTIONS

Applicable PGI payment instruction clauses will be cited on individual task orders (reference DFARS PGI 204.7108)

CLAUSES INCORPORATED BY FULL TEXT

G-1 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

G-2 252.232-7006 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).

*
—

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

*
—

(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	<u>HQ0338</u>
Issue By DoDAAC	<u>N00039</u>
Admin DoDAAC	<u>S2404A</u>
Inspect By DoDAAC	<u>N00039</u>
Ship To Code	*
Ship From Code	*
Mark For Code	*
Service Approver (DoDAAC)	<u>N00039</u>
Service Acceptor (DoDAAC)	<u>N00039</u>
Accept at Other DoDAAC	*
LPO DoDAAC	*
DCAA Auditor DoDAAC	<u>HAA721</u>
Other DoDAAC(s)	<u>N/A</u>

(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.

*
—

(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.

N/A

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

**To be determined on individual task orders.*

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY FULL TEXT

H-1 DELEGATION OF ORDERING AND ADMINISTRATIVE FUNCTIONS

(a) The Contracting Officer and/or his duly authorized representatives at the following activity(ies) are designated as Ordering and Administrative Officers:

Ordering Officer(s):

Activity: Space and Naval Warfare Systems Command
Organization: 02 Contracts
Address: 4301 Pacific Highway, San Diego, CA 92110
Phone: 571-294-6075

(b) The above individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) or Administrative Officer(s) below for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract, may reduce the scope of orders/tasks, and issue Terminations for Convenience or Terminations for Default for an order issued hereunder. Terminations for Convenience or Terminations for Default of the basic contract shall only be issued only by the PCO. Ordering Officers may designate Contracting Officer's Representatives (CORs), as defined in the clause "Contracting Officer's Representative," for orders issued hereunder.

Administrative Officer(s):

Activity: Defense Contract Management Agency
Organization: Manassas
Address: 14501 George Carter Way – 2nd Floor, Chantilly, VA 20151
Phone: 571-521-1600

(c) The above individual(s) is/are responsible for performing certain delegated administrative functions (see FAR 42.302(a) and DFARS 242.302(a)) on the basic contract.

(End of clause)

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.

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 requires Enterprise Software or Non-Enterprise Software for delivery under the contract, 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 clause I-23.

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	(b)(4)	(b)(4)
2		
3		
4		
5		
6		
7		
8		

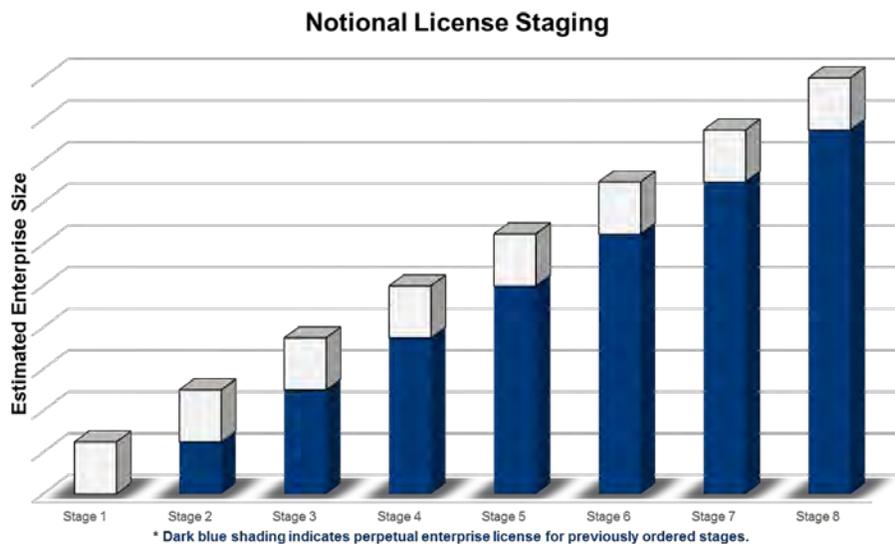
NOTE: The estimated Enterprise FTEs include partial FTEs, therefore the number of actual users may be greater than the estimated number of FTEs. For example, one FTE may consist of two part-time actual users.

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 (other than Third Party Content licenses) 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 or paragraph l of clause H-2 for Cloud Computing Services agreements.

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 delivered in sufficient quantities and with licenses having sufficient terms to meet the Government needs as described in only paragraphs b and d of this clause. With respect to paragraph b requirements, Third Party Content is not required to be licensed on a perpetual basis. Third Party Content may be licensed as part of an Enterprise Software or a Non-Enterprise Software license agreement, rather than separately licensed. However, if the Third Party Content is separately licensed, the Third Party Content license agreement must also comply with paragraph f of this clause.

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. In addition to the pre-award Cloud Computing Services agreements provided by the contractor in Attachment 3 pursuant to clause I-23, the contractor may submit new or revised Cloud Computing Services agreements after award if approved by the Contracting Officer. Such post-award Cloud Computing Services agreements will be reviewed for consistency with Federal law, contract requirements, and clauses H-2 and I-23, in addition to any other applicable contract clauses. The contractor shall provide all Cloud Computer Services agreements which the contractor intends to utilize in the performance of this contract. All such agreements shall be made an Attachment to this contract.

(End of clause)

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 3 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 sub-paragraphs 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.

(End of clause)

H-4 EXISTING ORGANIZATIONAL CONFLICTS OF INTEREST

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

Support Services – Includes, but is not limited to, program management support services, systems engineering support, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services.

Contractor – For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, subcontractors, vendors, consultants, joint ventures involving the contractor, and any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

b. Warranty Against Existing Conflicts of Interest. The contractor warrants that it has not provided support services, systems engineering or technical direction, prepared specifications or work statements, provided evaluation services, or obtained access to another contractor’s proprietary information relating to the DHMSM solicitation N00039-14-R-0018. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, any such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

(End of clause)

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

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

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

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

(1) To other contractors and subcontractors, and their employees tasked with assisting the Government in handling and processing Information and documents in the administration of contracts, such as file room management and contract closeout;

(2) To other contractors and subcontractors, and their employees tasked with assisting the Government in accounting support services, including access to cost-reimbursement vouchers;

(3) To other contractors and subcontractors, and their employees tasked with assisting the Government in technical and administrative support services for the DHMSM program, including monitoring contract progress and providing financial oversight; and,

(4) To other contractors and subcontractors, and their employees tasked with assisting the Government in furnishing advice or technical assistance in support of the Government's management and oversight of the DHMSM program.

(d) The Government recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. The Government will permit the limited release of Information under paragraphs (c)(1), (c)(2), (c)(3), and (c)(4) only under the following conditions:

(1) The Government determines that access is required by other contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by Government employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;

(4) Contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4);

(5) Contractors and their subcontractors having access to technical data, computer software, or computer software documentation have executed the Use and Non-Disclosure Agreement specified at DFARS 227.7103-7; and,

(6) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4), the Government shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities. The Government may provide copies of any Non-Disclosure Agreements executed pursuant to this clause to the DHMSM Contractor upon request.

(e) The Government's responsibilities under the Freedom of Information Act are not affected by this clause.

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

(End of clause)

H-6 FEE ADJUSTMENTS^{1,4}

The task orders issued under this contract may include both “Completion” and “Level-of-Effort” CLINs. When they do, the following terms shall apply, depending on the CLIN type.

(a) **Completion CLINs** - The Government will make payment to the contractor for the fixed fee or incentive fee stated in the order when requested by the contractor as work progresses, but no more frequently than biweekly, equal to the percent of the amounts invoiced by the contractor (for example, if 40% of the work has been invoiced, 40% of the fixed or incentive fee will be paid) under the “Allowable Cost and Payment” and “Incentive Fee” clauses, as applicable, for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed-Fee” clause. In the event of discontinuance of the work in accordance with the clause of this contract entitled “Limitation of Cost” or “Limitations of Funds”, as applicable, the fixed or incentive fee shall be redetermined by mutual agreement of the parties to equitably reflect the diminution of the work performed. The amount by which such fixed or incentive fee is less than, or exceeds payments previously made on account of fee, shall be paid to, or repaid by, the contractor, as the case may be.

(b) **Level-of-Effort CLINs** - “Level-of-Effort” CLINs are identified below* and are subject to the following terms:

(1) Subject to the provisions of the “Limitation of Cost” or “Limitation of Funds” clause (whichever is applicable to this task order), it is hereby understood and agreed that the fixed fee is based upon the contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of the applicable task order: *

<u>CLIN</u>	<u>Total Staff-Hours of Direct Labor (X)</u>
*	*
*	*
-	-

The contractor agrees to provide the total level of effort specified above in performance of work described in Sections “B” and “C” of the applicable task order. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the contractor’s proposal as having hours included in the proposed level of effort.

(2) Of the total staff-hours of direct labor set forth above, it is estimated that * staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(3) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee’s residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(4) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the applicable task order, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(i) If the contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost and the term of the task order, then the fee shall remain as set forth in Section B.

(ii) If the contractor has provided X staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the task order except that, in the case of tasks funded with Operations & Maintenance funds, the "term" of performance shall not exceed a twelve (12) month period.

In no event shall the contractor be required to provide more than 105% of X within the term and estimated cost of the task order. The fee shall remain as set forth in Section B.

(iii) If the contractor expends the estimated cost of the task order, during the term of the task order and has provided less than X staff-hours, the Government may require the contractor to continue performance, by providing additional funding, without adjusting the fixed fee, until such time as the contractor has provided X staff-hours.

(iv) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraphs (4)(ii) or (4)(iii) above, and the contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(v) Nothing herein contained shall, in any way, abrogate the contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the task order during its specified term.

(6) Within forty-five (45) days after completion of the work under each separately identified task order period of performance, the contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(i) The total number of staff-hours of direct labor expended during the applicable period.

(ii) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(iii) A breakdown of other costs incurred.

(iv) The contractor's estimate of the total allowable cost incurred under the task order for the period.

In the case of a cost under-run, the contractor shall submit the following information in addition to that required above:

(v) The amount by which the estimated cost of this task order may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(vi) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(7) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the task order has been modified to reduce the fixed fee in accordance with paragraph (b)(4) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (b)(4) above.

**To be determined on individual task orders.*

(End of clause)

H-7 AWARD TERMS

This contract may be extended for an award term period of up to twenty-four (24) months based on the Government's evaluation of contractor performance in accordance with Attachment 15, Award Term Plan. The Government's obligation under any award term is contingent upon a continuing need for services and the availability of funds.

The Term Determining Official is responsible for the overall award term evaluation and award term decision. The Term Determining Official will unilaterally decide whether or not the contractor is eligible for an award term extension. The Contracting Officer, in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability. The Government has the unilateral right not to grant or to cancel award term incentive periods.

- (a) Disputes. All Government decisions and the methodology used to determine award terms are unilateral actions made solely at the discretion of the Government.
- (b) Award-Term Extension. Any award terms earned or lost will be reflected in unilateral contract modifications implementing determinations made by the Term Determining Official. The total maximum period of performance under this contract, if the Government exercises all option periods and utilizes all award term periods, is ten (10) years.
- (c) Cancellation of Award Terms. The Government has the unilateral right to cancel award terms that have not yet commenced. Cancellation of an award term period that has not yet commenced shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation.

(End of clause)

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, LEIDOS, INC., a CORPORATION formed under the laws of DELAWARE and located at 11951 FREEDOM DRIVE, RESTON, VA 20190, 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-0044.

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-0044*. 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.

(End of Clause)

¹ Clauses applicable only to Cost-Plus-Incentive-Fee CLINs (0009, 0010, 1011, 1018, 2011, 2018, 3010, and 3012).

⁴ Clauses applicable only to Cost-Plus-Fixed-Fee CLINs (0001, 1001, 1013, 1014, 1015, 1016, 1017, 2001, 2013, 2014, 2015, 2016, 2017, 3006, 3008, 3009, and 3011).

SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment ^{1,4,5}	JUN 2013
52.216-8	Fixed Fee ⁴	JUN 2011
52.216-10	Incentive Fee ¹	JUN 2011
52.216-11	Cost Contract -- No Fee ⁵	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-9 Alt II	Small Business Subcontracting Plan (JULY 2013) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2	Payment For Overtime Premiums ^{1,4,5}	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015

52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Affirmative Action For Workers With Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year And Option) ^{2,3}	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	MAR 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT-Registered Personal Computer Products	JUN 2014
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-3 Alt I	Patent Indemnity (Apr 1984) - Alternate I	APR 1984
52.228-5	Insurance - Work On A Government Installation ^{2,3}	JAN 1997
52.228-7	Insurance--Liability To Third Persons ^{1,4,5}	MAR 1996
52.229-3	Federal, State And Local Taxes ^{2,3}	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts ^{2,3}	FEB 2013
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts ^{1,4,5}	MAR 1990
52.230-2	Cost Accounting Standards ^{1,3,4,5}	MAY 2014
52.230-6	Administration of Cost Accounting Standards ^{1,3,4,5}	JUN 2010
52.232-1	Payments ^{2,3}	APR 1984
52.232-8	Discounts For Prompt Payment ^{2,3}	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras ^{2,3}	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost ^{1,4,5}	APR 1984
52.232-22	Limitation Of Funds ^{1,4,5}	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment ^{2,3}	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I ^{1,4,5}	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award ^{2,3}	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I ^{1,4,5}	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs ^{1,3,4,5}	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price ^{2,3}	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II ^{2,3}	APR 1984
52.243-2	Changes--Cost-Reimbursement ^{1,4,5}	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II ^{1,4,5}	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting ^{1,3,4,5}	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property ^{1,3,4,5}	APR 2012
52.245-1 Alt I	Government Property (Apr 2012) Alternate I ²	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation of Liability -- Services	FEB 1997
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination for Convenience of the Government (Fixed-Price) ^{2,3}	APR 2012
52.249-6	Termination (Cost Reimbursement) ^{1,4,5}	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service) ^{2,3}	APR 1984
52.249-14	Excusable Delays ^{1,4,5}	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure of Information	AUG 2013
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Alternate A, System for Award Management	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2014
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	MAR 2012
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	OCT 2014
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada-- Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	NOV 2014
252.225-7021	Trade Agreements	NOV 2014

252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.234-7004	Cost and Software Data Reporting System.	NOV 2014
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7018	Supply Chain Risk	NOV 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications ^{2,3}	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2013
252.244-7001	Contractor Purchasing System Administration – Basic	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data – Basic ^{1,4,5}	MAR 2014
252.246-7001 Alt I	Warranty Of Data – Alternate I ³	MAR 2014
252.246-7001 Alt II	Warranty Of Data – Alternate II ²	MAR 2014
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

¹ Clauses applicable only to Cost-Plus-Incentive-Fee CLINs (0009, 0010, 1011, 1018, 2011, 2018, 3010, and 3012).

² Clauses applicable only to Firm-Fixed-Price CLINs (0005, 0006, 0007, 0008, 1005, 1006, 1007, 1008, 1009, 1010, 2005, 2006, 2007, 2008, 2009, 2010, 3001, 3005, and 3007).

³ Clauses applicable only to Fixed-Price Incentive (firm-target) CLINs (1012 and 2012).

⁴Clauses applicable only to Cost-Plus-Fixed-Fee CLINs (0001, 1001, 1013, 1014, 1015, 1016, 1017, 2001, 2013, 2014, 2015, 2016, 2017, 3006, 3008, 3009, and 3011).

⁵Clauses applicable only to Cost Reimbursement (no fee) CLINs (0002, 0003, 1002, 1003, 2002, 2003, 3002, and 3003).

CLAUSES INCORPORATED BY FULL TEXT

I-1 52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET³ (OCT 1997)

(a) General. The supplies or services identified in the Schedule as Items 1012 and 2012 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of (b)(4) (CLIN 1012) and (b)(4) (CLIN 2012). Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within 30 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost and adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less (b)(4) percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus (b)(4) percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits

effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (g), above, and of this paragraph (h), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (g)(2) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (g) above and of this paragraph (h), modified as required by subparagraph (1) above.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of clause)

I-2 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 \$3,000, 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 \$750,000,000;

(2) Any order for a combination of items in excess of \$3,000,000,000; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 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)

I-3 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 **JULY 28, 2025.**

(End of clause)

I-4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the expiration of any ordering period.

(End of clause)

I-5 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 of the expiration of any ordering period; 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 10 years after the date of contract award.

(End of clause)

I-6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

Employee Class	SCA Code	Monetary Wage-Fringe Benefits
Secretary Level 1	01311	GS-4
Secretary Level 2	01312	GS-5
Miscellaneous Occupations	99000	N/A
Computer Programmer I	14071	GS-5
Computer Programmer II	14072	GS-7
Computer Systems Analyst I	14101	GS-9
Information Technology Occupations	14000	N/A
Personal Computer Support Technician	14160	GS-7
Computer Operator I	14041	GS-4
Computer Operator II	14042	GS-5
Computer Operator III	14043	GS-6
Technical Writer II	30462	GS-9
Technical Instructor	15090	GS-7

(End of clause)

I-7 52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

Any subcontract exceeding the simplified acquisition threshold with a subcontractor not identified under paragraph (j) below.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subcontractor
3M Company
Accenture Federal Services LLC
Aderas Inc.
Apex Systems, Inc.
Athena Consulting GP LLC
BlueRidge Federal Consulting LLC
Bridgemore Concepts, LLC
Cambridge International Systems Inc.
Cerner Corporation
Clinovations Government Solutions
Cognitive Medical Systems Inc.
Computer World Service Corp.
ECCO Select Group
EHR Total Solutions

Enterprise Management Systems
Henry Schein Dentrax Enterprise
Holland Square Group
Intellitronics Inc.
Iris Partner, LLP
ManTech Advanced Systems International
MedPro Tech LLC
MedRed LLC
MedSys Group
Morgan Borszcz Consulting
Netvision Resources
Ocean Bay Information & Systems Management LLC
ProSource 360 Consulting Services
SAIC
Security Risk Solutions
Spin Systems Inc.
The Informatics Applications Group
Universal Consulting Services Inc.
Valytics LLC

(End of clause)

I-8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil> or <https://www.acquisition.gov/far>

(End of clause)

I-9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I-10 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTERS (JAN 2015)

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

DHS Office of Inspector General/MAIL STOP 0305
Attention: Office of Investigations – Hotline
245 Murray Lane SW
Washington, DC 20528-0305

(c) Display of Combating Trafficking in Persons and Whistleblower Protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the website.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

I-11 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number *.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number *.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

(f) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(g) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number * Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(h) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

**To be determined on individual task orders.*

(End of clause)

I-12 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an ``NCAGE code."

``Contractor-acquired property" has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

``Government-furnished property" has the meaning given in FAR clause 52.245-1.

``Item unique identification (IUID)" means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

``IUID Registry" means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

``National stock number (NSN)" means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

``Nomenclature" means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

``Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

``Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

``Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

``Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm--pubs.asp>).

``Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

``Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

- (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
- (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
- (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
- (ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

- (i) Received by the Contractor;
- (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
- (iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
- (iv) Disposed of; or
- (v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

- (i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or
- (ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

I-13 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **July 29, 2015** through **July 28, 2025**.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor via e-mail or other means.

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

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

(End of Clause)

I-14 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in *, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

**To be determined on individual task orders.*

(End of clause)

I-15 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION^{2,3} (APR 2014)

(a) Contract line item(s) * is/are incrementally funded. For this/these item(s), the sum of \$* the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's

notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract

\$ *

(month) (day), (year)

\$ *

(month) (day), (year)

\$ *

(month) (day), (year)

\$ *

**To be determined on individual task orders.*

(End of clause)

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

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:

Accenture Federal Services LLC, Cerner Corporation

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

N/A

(End of clause)

I-17 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)

(a) Definitions. As used in this clause—

(1) “Demilitarization” means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) “Export-controlled items” means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes—

(i) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) “Items,” defined in the EAR as “commodities,” “software,” and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.

(3) “Ineligible transferees” means individuals, entities, or countries—

(i) Excluded from Federal programs by the General Services

Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts;
or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) “Scrap” means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item’s original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not “scrap.”

(5) “Serviceable or usable property” means property with potential for reutilization or sale “as is” or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcmamitcso/cbt/pcarss/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www2.dla.mil/j-6/dlms/elib/manuel/dlm/dlm_pubs.asp#.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

``The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

I-18 252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS (JUN 2011)

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

Duration means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

First use means the initial or first-time use of a product by the Government.

Fixed expiration means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.

Installation means the date a unit is inserted into a higher level assembly in order to make that assembly operational.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Item type means a coded representation of the description of the item being warranted, consisting of the codes C--component procured separate from end item, S--subassembly procured separate from end item or subassembly, E--embedded in component, subassembly or end item parent, and P--parent end item.

Starting event means the event or action that initiates the warranty.

Serialized item means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

Unique item identifier means a set of data elements marked on an item that is globally unique and unambiguous.

Usage means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles.

Warranty administrator means the organization specified by the guarantor for managing the warranty.

Warranty guarantor means the enterprise that provides the warranty under the terms and conditions of a contract.

Warranty repair source means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

Warranty tracking means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) Reporting of data for warranty tracking and administration. The Contractor shall provide all information required by Attachment *, Warranty Tracking Information on each contract line item number, subline item number, or exhibit line item number for warranted items. The Contractor shall provide all information required by Attachment *, Warranty Repair Source Instructions, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The "Warranty Item Unique Item Identifier" data category may also be completed in conjunction with Attachment *, Warranty Repair Source Instructions. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

**To be determined on individual task orders.*

(End of clause)

I-19 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (APR 2014)

(a) Definitions. As used in this clause—

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

I-20 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

I-21 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement

(DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address: *

Government Remittance Address: *

**To be determined on individual task orders.*

(End of clause)

I-22 RESERVED

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 (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)

¹ *Clauses applicable only to Cost-Plus-Incentive-Fee CLINs (0009, 0010, 1011, 1018, 2011, 2018, 3010, and 3012).*

² *Clauses applicable only to Firm-Fixed-Price CLINs (0005, 0006, 0007, 0008, 1005, 1006, 1007, 1008, 1009, 1010, 2005, 2006, 2007, 2008, 2009, 2010, 3001, 3005, and 3007).*

³ *Clauses applicable only to Fixed-Price Incentive (firm-target) CLINs (1012 and 2012).*

⁴ *Clauses applicable only to Cost-Plus-Fixed-Fee CLINs (0001, 1001, 1013, 1014, 1015, 1016, 1017, 2001, 2013, 2014, 2015, 2016, 2017, 3006, 3008, 3009, and 3011).*

⁵ *Clauses applicable only to Cost Reimbursement (no fee) CLINs (0002, 0003, 1002, 1003, 2002, 2003, 3002, and 3003).*

SECTION J - LIST OF ATTACHMENTS

LIST OF EXHIBITS	
EXHIBIT	TITLE
A	IDIQ Contract Data Requirements List (CDRLs)

LIST OF ATTACHMENTS	
ATTACHMENT	TITLE
1	IDIQ PWS
2	Government Requirements Traceability Matrix (RTM)
3	Licenses and Cloud Service Agreements
4	WBS-PWS-CLIN Mapping
5	Program WBS
6	Cost and Software Data Report (CSDR)
7	DD254 Security Classification
8	Health Service Delivery CONOPS
9	Health System Support CONOPS
10	Health Readiness CONOPS
11	Force Health Protection CONOPS
12	Segment 1 MTF List and MTF Codes
13	Segment 2 Roles of Care and Descriptive Statistics
14	Quality Assurance Surveillance Plan (QASP)
15	Award Term Plan
16	Wage Determination No. 2005-2103 Revision 16

DISTRIBUTION LIST	
TITLE	POINT OF CONTACT
Contractor	(b)(6) Leidos, Inc. 11951 Freedom Drive Reston, VA 20190 (b)(6)
Contracting Officer	Matthew G. Hudson 1501 Wilson Blvd, Suite 810 Arlington, VA 22209 571-294-6075 Matthew.g.hudson2.civ@mail.mil
Contracting Officer's Representative	Ronald Richardson 1501 Wilson Blvd, Suite 810 Arlington, VA 22209 703-588-5858 ronald.r.richardson12.civ@mail.mil
Requiring Activity	CAPT John Windom, SC, USN 1501 Wilson Blvd, Suite 810 Arlington, VA 22209 703-588-5858 john.h.windom.mil@mail.mil
DCMA	Defense Contract Management Agency – Manassas – S2404A 14501 George Carter Way – 2nd Floor Chantilly, VA 20151 571-521-1600
DFAS	DFAS Columbus Center - HQ0338 DFAS-CO/South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264 800-756-4571
DCAA	(b)(6) 14668 Lee Road Chantilly, VA 20151 703-676-1651