

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 82	
2. CONTRACT NO. HQ003423D0019P00001		3. AWARD/EFFECTIVE DATE 07-Dec-2022	4. ORDER NUMBER		5. SOLICITATION NUMBER HQ003421R0327		6. SOLICITATION ISSUE DATE 19-Nov-2021
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PAMELA W. ODHIAMBO			b. TELEPHONE NUMBER (No Collect Calls) 703-545-9000		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 21 Sep 2022
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09 ALEXANDRIA VA 22350 TEL: FAX:		CODE HQ0034	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 518210 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$35,000,000				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO HOSTING AND COMPUTE CENTER RYAN E. MCARTHUR 2530 CRYSTAL DRIVE, SUITE 3E26 ARLINGTON VA 22202		CODE HC1085	16. ADMINISTERED BY SEE ITEM 9				
17a. CONTRACTOR/OFFEROR AMAZON WEB SERVICES, INC. (b)(6)		CODE 66EB1	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS PO BOX 182317 COLUMBUS OH 182317			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$9,000,000,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: RFP # HQ003421R0327					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Michael John Fanizzo Jr</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MICHAEL J. FANIZZO JR / CONTRACTING OFFICER TEL: 202-913-5756 EMAIL: michael.j.fanizzo.civ@mail.mil		31c. DATE SIGNED 07-Dec-2022	

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section A - Solicitation/Contract Form

TRANSFER MODIFICATION TERMS

The purpose of this modification is to notify the contractor that effective 18 January 2023, IDIQ # HQ003423D0019 is transferred to Defense Information Systems Agency (DISA), Defense Information Technology Contracting Organization (DITCO) for administration purposes. This modification is issued for administrative purposes to facilitate continued contract performance due to transfer of contract administration from WHS (DoDAAC HQ0034) to DISA/DITCO (DoDAAC HC1050). This modification is authorized in accordance with FAR 4.1601 and DFARS 204.1601

As a result,

1. Any future task orders provided for under the terms of the predecessor contract (e.g. Issuance of orders or exercise of options) will be accomplished under the continued contract HC105023D0005.
2. Supplies and services already acquired under the predecessor contract shall remain solely under that contract for purposes of Government inspection, acceptance, payment, and closeout.
3. The Contracting Officer (CO) and the Contract Specialist (CS) for this IDIQ at DITCO is Lara Chiaurro and Maya Beckemeyer respectively.
4. The CO and CS for this IDIQ are reachable at the mailbox; disa.scott.diteco.mbx.diteco-jwcc@mail.mil, and are physically located at DISA/DITCO, 2300 East Drive, Building 3600, Scott AFB, IL, 62225.
5. All the terms and conditions of the contract remains unchanged.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Unclassified Cloud FFP The UNCLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all UNCLASSIFIED needs, including Impact Levels (IL) 2, 4, and 5. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012, and A017.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Unclassified Cloud Support FFP The UNCLASSIFIED Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all UNCLASSIFIED (i.e. Impact Levels (IL) 2, 4, and 5) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED		UNDEFINED	UNDEFINED

Secret Classified Cloud
FFP

The SECRET CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all SECRET CLASSIFIED needs, including Impact Level 6 (IL 6). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED		UNDEFINED	UNDEFINED

Secret Classified Cloud Supt
FFP

The SECRET Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all classified SECRET (i.e. Impact Levels (IL) 6) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED		UNDEFINED	UNDEFINED

TS Classified Cloud
FFP

The TOP SECRET (TS) CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all TS CLASSIFIED needs. This CLIN is also appropriate for any Sensitive Compartmented Information (SCI) or Special Access Program (SAP) requirements at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED		UNDEFINED	UNDEFINED

TS Classified Cloud Support
FFP

The TOP SECRET (TS) Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all TS Anything as a Service (XaaS). This CLIN is also appropriate for Cloud Support Packages requiring Sensitive Compartmented Information (SCI) or Special Access Program (SAP) access at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Travel T&M The Travel Contract Line Item Number (CLIN) is used to order travel from the Contractor. This CLIN is appropriate for use for all classification levels (UNCLASSIFIED, SECRET, and TOP SECRET).	UNDEFINED		UNDEFINED	UNDEFINED
TOT MAX PRICE CEILING PRICE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Contract Program Management FFP The Contract Program Management Support Contract Line Item Number (CLIN) is for the Joint Warfighting Cloud Capability (JWCC) Program Management Office (PMO) to order the requisite activities and materials required to assist the Government with contract administration and ensure compliance with the terms and conditions of the Contract and required outcomes are being delivered. This CLIN is used for all classification levels across the entire Contract. This CLIN is restricted for use by the JWCC PMO only. This is for management of the JWCC Contract and non-JWCC PMOs shall not order this support. The following CDRLs are authorized under this CLIN: ((A001-A005), (A007-A010), (A013-A024)).	UNDEFINED		UNDEFINED	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Reserved FFP Reserved				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	External Ordering Agency Fee FFP 1.0% Decentralized Ordering Fee - See Section G1: ORDERING PROCEDURES FOR EXTERNAL AGENCIES.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017		UNDEFINED		UNDEFINED	UNDEFINED

UNCLASSIFIED Cloud
T&M

The UNCLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge offerings, from the JWCC Catalog for all UNCLASSIFIED needs, including Impact Levels (ILs) 2, 4, and 5. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018		UNDEFINED		UNDEFINED	UNDEFINED

UNCLASSIFIED Cloud Support
T&M

The UNCLASSIFIED Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all UNCLASSIFIED (i.e. Impact Levels (IL) 2, 4, and 5) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019		UNDEFINED		UNDEFINED	UNDEFINED

SECRET CLASSIFIED Cloud
T&M

The SECRET CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all SECRET CLASSIFIED needs, including Impact Level 6 (IL6). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020		UNDEFINED		UNDEFINED	UNDEFINED

SECRET CLASSIFIED Cloud Supt
T&M

The SECRET Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all SECRET (i.e. Impact Levels (IL) 6) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021		UNDEFINED		UNDEFINED	UNDEFINED

TS CLASSIFIED Cloud
T&M

The TOP SECRET (TS) CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge offerings, from the JWCC Catalog for all TS CLASSIFIED needs. This CLIN is also appropriate for any Sensitive Compartmented Information (SCI) or Special Access Program (SAP) requirements at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022		UNDEFINED		UNDEFINED	UNDEFINED

TS CLASSIFIED Cloud Support
T&M

The TOP SECRET (TS) Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all TS CLASSIFIED Anything as a Service (XaaS). This CLIN is also appropriate for Cloud Support Packages requiring Sensitive Compartmented Information (SCI) or Special Access Program (SAP) access at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Unclassified Cloud FFP	UNDEFINED		UNDEFINED	UNDEFINED

The UNCLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all UNCLASSIFIED needs, including Impact Levels (IL) 2, 4, and 5. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012, and A017.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Unclassified Cloud Support FFP	UNDEFINED		UNDEFINED	UNDEFINED

The UNCLASSIFIED Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all UNCLASSIFIED (i.e. Impact Levels (IL) 2, 4, and 5) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Secret Classified Cloud FFP	UNDEFINED		UNDEFINED	UNDEFINED

The SECRET CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all SECRET CLASSIFIED needs, including Impact Level 6 (IL 6). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Secret Classified Cloud Supt FFP	UNDEFINED		UNDEFINED	UNDEFINED

The SECRET Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all classified SECRET (i.e. Impact Levels (IL) 6) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	TS Classified Cloud FFP	UNDEFINED		UNDEFINED	UNDEFINED

The TOP SECRET (TS) CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all TS CLASSIFIED needs. This CLIN is also appropriate for any Sensitive Compartmented Information (SCI) or Special Access Program (SAP) requirements at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	TS Classified Cloud Support FFP	UNDEFINED		UNDEFINED	UNDEFINED

The TOP SECRET (TS) Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all TS Anything as a Service (XaaS). This CLIN is also appropriate for Cloud Support Packages requiring Sensitive Compartmented Information (SCI) or Special Access Program (SAP) access at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Travel T&M The Travel Contract Line Item Number (CLIN) is used to order travel from the Contractor. This CLIN is appropriate for use for all classification levels (UNCLASSIFIED, SECRET, and TOP SECRET).	UNDEFINED		UNDEFINED	UNDEFINED
				TOT MAX PRICE CEILING PRICE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Contract Program Management FFP The Contract Program Management Support Contract Line Item Number (CLIN) is for the Joint Warfighting Cloud Capability (JWCC) Program Management Office (PMO) to order the requisite activities and materials required to assist the Government with contract administration and ensure compliance with the terms and conditions of the Contract and required outcomes are being delivered. This CLIN is used for all classification levels across the entire Contract. This CLIN is restricted for use by the JWCC PMO only. This is for management of the JWCC Contract and non-JWCC PMOs shall not order this support. The following CDRLs are authorized under this CLIN: ((A001-A005), (A007-A010), (A013-A024)).	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1016 OPTION	External Agency Ordering Fee FFP 1.0% Decentralized Ordering Fee - See Section G1: ORDERING PROCEDURES FOR EXTERNAL AGENCIES.	UNDEFINED		UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1017 OPTION	UNCLASSIFIED Cloud T&M The UNCLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge offerings, from the JWCC Catalog for all UNCLASSIFIED needs, including Impact Levels (ILs) 2, 4, and 5. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.	UNDEFINED		UNDEFINED	UNDEFINED

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1018 OPTION	UNCLASSIFIED Cloud Support T&M The UNCLASSIFIED Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all UNCLASSIFIED (i.e. Impact Levels (IL) 2, 4, and 5) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.	UNDEFINED		UNDEFINED	UNDEFINED
TOT MAX PRICE CEILING PRICE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1019 OPTION	SECRET CLASSIFIED Cloud T&M The SECRET CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all SECRET CLASSIFIED needs, including Impact Level 6 (IL6). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.	UNDEFINED		UNDEFINED	UNDEFINED
TOT MAX PRICE CEILING PRICE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1020 OPTION	SECRET CLASSIFIED Cloud Supt T&M	UNDEFINED		UNDEFINED	UNDEFINED

The SECRET Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all SECRET (i.e. Impact Levels (IL) 6) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1021 OPTION	TS CLASSIFIED Cloud T&M	UNDEFINED		UNDEFINED	UNDEFINED

The TOP SECRET (TS) CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge offerings, from the JWCC Catalog for all TS CLASSIFIED needs. This CLIN is also appropriate for any Sensitive Compartmented Information (SCI) or Special Access Program (SAP) requirements at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1022 OPTION	TS CLASSIFIED Cloud Support T&M The TOP SECRET (TS) Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all TS CLASSIFIED Anything as a Service (XaaS). This CLIN is also appropriate for Cloud Support Packages requiring Sensitive Compartmented Information (SCI) or Special Access Program (SAP) access at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.	UNDEFINED		UNDEFINED	UNDEFINED
				TOT MAX PRICE CEILING PRICE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Unclassified Cloud FFP The UNCLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all UNCLASSIFIED needs, including Impact Levels (IL) 2, 4, and 5. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012, and A017.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Unclassified Cloud Support FFP The UNCLASSIFIED Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all UNCLASSIFIED (i.e. Impact Levels (IL) 2, 4, and 5) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Secret Classified Cloud FFP The SECRET CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all SECRET CLASSIFIED needs, including Impact Level 6 (IL 6). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Secret Classified Cloud Supt FFP				

The SECRET Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all classified SECRET (i.e. Impact Levels (IL) 6) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	TS Classified Cloud FFP	UNDEFINED		UNDEFINED	UNDEFINED

The TOP SECRET (TS) CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all TS CLASSIFIED needs. This CLIN is also appropriate for any Sensitive Compartmented Information (SCI) or Special Access Program (SAP) requirements at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	Contract Program Management FFP	UNDEFINED		UNDEFINED	UNDEFINED

The Contract Program Management Support Contract Line Item Number (CLIN) is for the Joint Warfighting Cloud Capability (JWCC) Program Management Office (PMO) to order the requisite activities and materials required to assist the Government with contract administration and ensure compliance with the terms and conditions of the Contract and required outcomes are being delivered. This CLIN is used for all classification levels across the entire Contract. This CLIN is restricted for use by the JWCC PMO only. This is for management of the JWCC Contract and non-JWCC PMOs shall not order this support. The following CDRLs are authorized under this CLIN: ((A001-A005), (A007-A010), (A013-A024)).

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015	Reserved FFP Reserved				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2016 OPTION	External Agency Ordering Fee FFP 1.0% Decentralized Ordering Fee - See Section G1: ORDERING PROCEDURES FOR EXTERNAL AGENCIES.	UNDEFINED		UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2017 OPTION	UNCLASSIFIED Cloud T&M The UNCLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge offerings, from the JWCC Catalog for all UNCLASSIFIED needs, including Impact Levels (ILs) 2, 4, and 5. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.	UNDEFINED		UNDEFINED	UNDEFINED

TOT MAX PRICE
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2018 OPTION	UNCLASSIFIED Cloud Support T&M	UNDEFINED		UNDEFINED	UNDEFINED

The UNCLASSIFIED Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all UNCLASSIFIED (i.e. Impact Levels (IL) 2, 4, and 5) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.

TOT MAX PRICE
CEILING PRICE (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2019 OPTION	SECRET CLASSIFIED Cloud T&M	UNDEFINED		UNDEFINED	UNDEFINED

The SECRET CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge (TE) offerings, from the JWCC Catalog for all SECRET CLASSIFIED needs, including Impact Level 6 (IL6). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.

TOT MAX PRICE
CEILING PRICE (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2020 OPTION	SECRET CLASSIFIED Cloud Supt T&M The SECRET Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all SECRET (i.e. Impact Levels (IL) 6) Anything as a Service (XaaS). Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.	UNDEFINED		UNDEFINED	UNDEFINED
				TOT MAX PRICE CEILING PRICE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2021 OPTION	TS CLASSIFIED Cloud T&M The TOP SECRET (TS) CLASSIFIED Anything as a Service (XaaS) Contract Line Item Number (CLIN) is used to order Cloud Service Offerings, including Tactical Edge offerings, from the JWCC Catalog for all TS CLASSIFIED needs. This CLIN is also appropriate for any Sensitive Compartmented Information (SCI) or Special Access Program (SAP) requirements at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A009, A012 and A017.	UNDEFINED		UNDEFINED	UNDEFINED
				TOT MAX PRICE CEILING PRICE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2022 OPTION	TS CLASSIFIED Cloud Support T&M The TOP SECRET (TS) Cloud Support Package Contract Line Item Number (CLIN) is used to order services which will encompass but not be limited to, advisory and assistance services, help desk services, training, and documentation support from the JWCC Catalog for all TS CLASSIFIED Anything as a Service (XaaS). This CLIN is also appropriate for Cloud Support Packages requiring Sensitive Compartmented Information (SCI) or Special Access Program (SAP) access at the TS classification level. Pricing for this CLIN is based on the JWCC Catalog. The following CDRLs are authorized under this CLIN: A004, A005, and A006.	UNDEFINED		UNDEFINED	UNDEFINED
				TOT MAX PRICE CEILING PRICE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5000	Minimum Guarantee FFP The minimum guarantee for this requirement is \$100,000.00 for the life of the contract: 8 December 2022 to 7 December 2027. The minimum guarantee will be issued on the Task Order level and will apply to the Option to Extend Services period if applicable.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6000	Ceiling Value FFP Ceiling Value FOB: Destination DB10	1	Each	(b)(4)	
				MAX NET AMT	(b)(4)

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
100,000.00	\$100,000.00	9,000,000,000.00	\$9,000,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$0.00		\$9,000,000,000.00

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

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$
0007		\$		\$
0008		\$		\$
0009		\$		\$
0010		\$		\$
0011		\$		\$
0012		\$		\$
0013		\$		\$
0014		\$		\$
0015		\$		\$
0016		\$		\$
0017		\$		\$
0018		\$		\$
0019		\$		\$
0020		\$		\$
0021		\$		\$
0022		\$		\$
1001		\$		\$
1002		\$		\$
1003		\$		\$

1004	\$	\$
1005	\$	\$
1006	\$	\$
1007	\$	\$
1008	\$	\$
1009	\$	\$
1010	\$	\$
1011	\$	\$
1012	\$	\$
1013	\$	\$
1014	\$	\$
1015	\$	\$
1016	\$	\$
1017	\$	\$
1018	\$	\$
1019	\$	\$
1020	\$	\$
1021	\$	\$
1022	\$	\$
2001	\$	\$
2002	\$	\$
2003	\$	\$
2004	\$	\$
2005	\$	\$
2006	\$	\$
2007	\$	\$
2008	\$	\$

2009	\$	\$
2010	\$	\$
2011	\$	\$
2012	\$	\$
2013	\$	\$
2014	\$	\$
2015	\$	\$
2016	\$	\$
2017	\$	\$
2018	\$	\$
2019	\$	\$
2020	\$	\$
2021	\$	\$
2022	\$	\$
5000	\$	\$
6000	\$	\$

SERVICE AND PRICES

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$100,000.00		\$9,000,000,000.00

Section B2: Maximum Contract Limit and Minimum Contract Guarantee

The firm-fixed unit price CLINs and services within Attachment J-4: JWCC Catalog, Discounts, Premiums, and Fees, which are incorporated into the JWCC acquisition environment contract (hereafter, the JWCC Contract), will serve as the basis for establishing overall task order (TO) pricing for the duration of the JWCC Contract.

Maximum. The maximum, as that term is used in Federal Acquisition Regulation (FAR) clause 52.216-22, is a shared value of \$9,000,000,000.00. Hence, the cumulative amount of all TOs issued under the JWCC Contract awarded under the JWCC solicitation shall not exceed a shared ceiling value of \$9,000,000,000.00.

Minimum. The minimum guaranteed award amount for each JWCC Contract is \$100,000.00. The exercise of any option does not re-establish the contract minimum guarantee.

The Government has no obligation to issue TOs under the resultant JWCC Contract beyond the amount specified above. The Government will guarantee at least one task order per JWCC Contract for no less than \$100,000.00.

Section B3: Task Order Contract Types

The JWCC Contract allows for the placement of TOs by DoD warranted Contracting Officers (KOs). TOs will be issued utilizing Firm Fixed Price (FFP), Time and Material (T&M), or a hybrid of the two as determined by the Task Order Contracting Officer (TOKO).

Section B4: Task Order Ordering Period

After the JWCC Contract Period of Performance (PoP) expires (inclusive of all exercised options), the JWCC Contract terms and conditions remain effective until the final TO PoP is completed. The JWCC Contract shall govern the active TOs to the same extent as if their PoPs were active during the JWCC Contract PoP. Under no circumstances may a TO be placed under the JWCC Contract if the JWCC Contract expires or has been terminated/cancelled by the Government.

At no time shall a TO extend more than one year, excluding the Government's option to extend services utilizing FAR Clause 52.217-8 at the TO level, after the expiration date of the JWCC Contract. TO option periods may be exercised after the expiration date of the JWCC Contract. In the event that a JWCC Contract option period is not exercised or is terminated/cancelled prior to the end of the last anticipated option period in the JWCC Contract schedule, any current TOs' terms and conditions will be unaffected.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A
0022	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	N/A	N/A	N/A	N/A
1011	N/A	N/A	N/A	N/A
1012	N/A	N/A	N/A	N/A
1013	N/A	N/A	N/A	N/A
1014	N/A	N/A	N/A	N/A
1015	N/A	N/A	N/A	N/A
1016	N/A	N/A	N/A	N/A
1017	N/A	N/A	N/A	N/A
1018	N/A	N/A	N/A	N/A
1019	N/A	N/A	N/A	N/A
1020	N/A	N/A	N/A	N/A
1021	N/A	N/A	N/A	N/A
1022	N/A	N/A	N/A	N/A

2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A
2010	N/A	N/A	N/A	N/A
2011	N/A	N/A	N/A	N/A
2012	N/A	N/A	N/A	N/A
2013	N/A	N/A	N/A	N/A
2014	N/A	N/A	N/A	N/A
2015	N/A	N/A	N/A	N/A
2016	N/A	N/A	N/A	N/A
2017	N/A	N/A	N/A	N/A
2018	N/A	N/A	N/A	N/A
2019	N/A	N/A	N/A	N/A
2020	N/A	N/A	N/A	N/A
2021	N/A	N/A	N/A	N/A
2022	N/A	N/A	N/A	N/A
5000	N/A	N/A	N/A	N/A
6000	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A
0022	N/A	N/A	N/A	N/A

1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	N/A	N/A	N/A	N/A
1011	N/A	N/A	N/A	N/A
1012	N/A	N/A	N/A	N/A
1013	N/A	N/A	N/A	N/A
1014	N/A	N/A	N/A	N/A
1015	N/A	N/A	N/A	N/A
1016	N/A	N/A	N/A	N/A
1017	N/A	N/A	N/A	N/A
1018	N/A	N/A	N/A	N/A
1019	N/A	N/A	N/A	N/A
1020	N/A	N/A	N/A	N/A
1021	N/A	N/A	N/A	N/A
1022	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A

2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A
2010	N/A	N/A	N/A	N/A
2011	N/A	N/A	N/A	N/A
2012	N/A	N/A	N/A	N/A
2013	N/A	N/A	N/A	N/A
2014	N/A	N/A	N/A	N/A
2015	N/A	N/A	N/A	N/A
2016	N/A	N/A	N/A	N/A
2017	N/A	N/A	N/A	N/A
2018	N/A	N/A	N/A	N/A
2019	N/A	N/A	N/A	N/A
2020	N/A	N/A	N/A	N/A
2021	N/A	N/A	N/A	N/A
2022	N/A	N/A	N/A	N/A
5000	N/A	N/A	N/A	N/A
6000	POP 08-DEC-2022 TO 07-DEC-2027	N/A	HOSTING AND COMPUTE CENTER RYAN E. MCARTHUR 2530 CRYSTAL DRIVE, SUITE 3E26 ARLINGTON VA 22202 703-695-5190 FOB: Destination	HC1085

PERIOD OF PERFORMANCE

The Periods of Performance (PoP) ordering period shall consist of one three-year base period, and two one-year option periods to be exercised at the Government's sole discretion.

Base Period	December 8, 2022 through December 7, 2025
Option Period I	December 8, 2025 through December 7, 2026
Option Period II	December 8, 2026 through December 7, 2027

Section G - Contract Administration Data

SECTION G: CONTRACT ADMINISTRATION DATASection G1: Method of Ordering

The Contractor shall be postured to participate in the fair opportunity process NLT 15 days after the date of the JWCC Contract award. The Contractor is required to accept TOs and provide required services 30 days after the date of the JWCC Contract award.

Only DoD warranted TOKOs are authorized to place TOs under the JWCC Contract in accordance with (IAW) their delegated contracting authority. TOKOs for DoD Contracting Offices utilizing the JWCC Contract may issue TOs subject to their respective contracting warrant limitations. TOKOs issuing TOs under the JWCC Contract have no authority to modify, add, or delete any terms and/or conditions in the JWCC Contract.

ORDERING PROCEDURES FOR DISA/DITCO

DISA/DITCO will follow the ordering process as outlined in the JWCC ordering guide to award TOs for Mission Owners (MOs) that request DISA/DITCO as their ordering office.

ORDERING PROCEDURES FOR EXTERNAL AGENCIES

(Note: These instructions are supplemental to the TO Procedures and are only applicable to orders not placed by DISA/DITCO).

(a) For the purposes of this clause, an external agency is any DoD contracting office outside of DISA/DITCO, which has duly appointed KOs. External agency TOs shall be issued as authorized by the terms and conditions of the JWCC Contract, TO procedures, the FAR, DFARS, and their own agency procedures.

(b) The external agency TOKOs will be solely responsible for TOs awarded under the JWCC Contract on behalf of their agency. All of the TOs are negotiable (except where terms and conditions conflict with the JWCC Contract) and agency decisions and determinations for the TO will be made by the external agency TOKO responsible for the TO.

(c) The following procedures apply to External Agencies executing orders against this contract:

(1) The external agency TOKOs shall utilize the CLINs x016 set forth in Section B of this contract, entitled External Ordering Agency Fee, to add a 1% fee to each TO executed under the JWCC Contract.

Modifications that change the total value of the TO shall also adjust the amount of this CLIN to account for the modification change. NOTE: The Contractor shall reject all External Agency TOs that do not include the 1% fee.

(2) The External Agency TOKO shall use ordering numbers as specified in DFARS 204.7004(d)(2)(i).

(d) The following reporting procedures apply to contractors receiving TOs from an external agency.

(1) DISA/DITCO reserves the right to request copies of task orders and their respective modifications not otherwise available to the Government via electronic or automated means (e.g. Electronic Data Access (EDA) system).

(2) **Payments.** Quarterly, the contractor shall submit a check made payable to DITCO/CFA122 to pay the required 1% fee on all payments received from external orders during the prior quarter, IAW the schedule set forth in G1(f) below to the following address (if using United States Postal Service). The contractor may remit the cumulative External Ordering Agency Fee using one check or EFT/ACH for all payments received in the prior quarter.

DISA/CFA122
ATTN: CFA122 Refund Desk
2300 East Drive, Building 3600
Scott AFB, IL 62225-5406

If submitting payment via FedEx, UPS, or other means requiring specific individual Point of Conduct (POC) information to ensure delivery, please address as follows (check still made payable to DITCO/CFA122):

DISA/CFA122
ATTN: Financial Management Specialist
2300 East Drive, Building 3600
Scott AFB, IL 62225-5406
(618) 418-6673

Alternatively, payment of external TO fees may be made via Electronic Funds Transfer (EFT) Automated Clearing House (ACH). Defense Finance and Accounting Service (DFAS Cleveland can receive funds via ACH using the following:

Bank Name: Credit Gateway
Address: 60 Livingston Avenue St. Paul, MN 55107
RTN/ABA: 051036706
A/C 220031

DFAS Cleveland can receive funds via wire using the following:
Bank Name: US Treasury
Address: 1500 Pennsylvania Avenue NW Washington, DC 20220
Country: USA
RTN/ABA: 021030004
Account Name: DFAS-Cleveland Account Number: 00008522

Wire transfer fees and other shortages are the responsibility of the remitter.

Once confirmation of EFT/ACH transmission is received from DFAS Cleveland, a copy of EFT/ACH transmission confirmation shall be emailed to disa.scott.rm.mbx.rm3222-decentralized-orders@mail.mil.

(3) **Reporting.** Contractors shall email the spreadsheet entitled Attachment J-12: Quarterly Report Info Needed for Decentralized Orders to disa.scott.rm.mbx.rm3222-decentralized-orders@mail.mil and disa.scott.ditco.mbx.pl83-decentralized-order-info@mail.mil IAW CDRL A020, Quarterly Progress Report for Decentralized Ordering. If no external TOs or payments were received, the contractor shall affirmatively state "No external TOs this quarter" and/or "No external TOs this quarter," as applicable, in the email to above noted email addresses. The email is due IAW the schedule set forth in G1(f), below.

- (i) An entry shall be made on the Attachment J-12: Quarterly Report Info Needed for Decentralized Orders spreadsheet for each TO and TO modification(s) that change the total value of the TO.
- (ii) The Attachment J-12: Quarterly Report Info Needed for Decentralized Orders spreadsheet shall be cumulative of all orders placed by External Agencies during the life of the contract.
- (iii) The Customer Department section on the Attachment J-12: Quarterly Report Info Needed for Decentralized Orders spreadsheet must reflect the External Agency that placed the TO. For example, if the External Agency is a military department, insert the appropriate department, such as Air Force or Army; if the External agency is another DoD agency, insert the agency name, such as Defense Logistics Agency (DLA).

(e) The Government may audit the contractor's books with relation to any TOs issued by an External Agency.

(f) Schedule - Checks and/or EFT/ACH payments for the External Ordering Agency Fee and the Attachment J-12: Quarterly Report Info Needed for Decentralized Orders spreadsheets are required to be submitted IAW paragraph G1(d) of these Instructions IAW the following schedule:

Quarter	Due Date
Jan, Feb, Mar	30 Apr
Apr, May, June	30 Jul
Jul, Aug, Sep	30 Oct
Oct, Nov, Dec	30 Jan

If the 30th day of the applicable month falls on a weekend or holiday, the email is due upon the next business day.

Section G2: Task Order Performance

At a minimum, the following paragraphs shall be applicable to all TOs issued under the JWCC Contract, unless otherwise specified in an individual TO.

The Contractor shall, IAW the terms and conditions set forth hereafter, execute all activities necessary and incidental to the completion of the TO effort. In addition, the Contractor shall certify all provisioned JWCC Offerings are IAW the associated fully executed TO prior to allowing MOs access within the Contractor's Portal. Provisioning is the act of creating and/or configuring resources in the cloud environment (e.g., accounts, compute instances, users, storage mechanisms) in an automated fashion using either a manual (i.e., via the User Interface (UI)) or automated (i.e., Application Programming Interface (API)) process.

If the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the TO delivery schedule or date, it shall immediately notify the TOKO and TO COR, in writing, and shall provide all pertinent details. The provided details shall be for informational purposes only and this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

Section G3: Task Order Administration

Each Contracting Office is responsible for administration of its own TOs. If there is a conflict between the JWCC Contract terms and conditions and TO special instructions, terms, and conditions, the terms and conditions of the JWCC Contract supersede. Requests for deviations or modification of the JWCC Contract must be submitted to the KO for the JWCC Contract (hereafter, the JWCC KO). Terminations of TOs shall be issued by the Contracting Office that issued the TO. The COR for the JWCC Contract (hereafter, the JWCC COR) shall be notified of any TO terminations. A COR shall be appointed for each TO.

Section G4: Task Order Procedures

Specific instructions on how to place TOs against the JWCC Contract will be provided in the JWCC Contract Ordering Guide. Purchase card orders are not allowed or authorized on the JWCC Contract; however, use of the purchase card as a method of payment may be used on TOs at the discretion of TOKOs.

JWCC Offering Availability. In order for the Warfighter to acquire needed JWCC offerings in the most efficient and expeditious manner, any DoD Contracting Offices may award TOs for Cloud Service Offerings (CSOs), defined as the XaaS and cloud services that are sold in the JWCC Marketplace, and cloud support packages by virtue of the fair opportunity process, unless one of the FAR 16.505(b)(2) exceptions apply, inherent in the JWCC Contract's applicable CLINs, as soon as those services and packages are available for DoD consumption (i.e., on the JWCC Catalog). CLINs x008 Contract Program Management is exempted from the fair opportunity process.

Section G5: Task Order Billing Instructions

CONSUMPTION-BASED CONTRACT LINE ITEM NUMBER BILLING INSTRUCTIONS

In order to achieve commercial parity, CLINs x001 - x006 and CLINs x017 – x022 are established to pay for Cloud Service Offerings and cloud support packages using a pricing approach that allows for immediate termination (including a subscription-based and “consumption-based” model) with no additional cost to the Government and only includes the exact cost for the resources consumed. As such, the unit prices will be fixed, but consumption (service usage) will vary through the period of the TO, but shall not exceed the not to exceed (NTE) value established on the TO CLIN.

Invoices for TOs shall be submitted on a monthly basis. Invoices shall consist of a fixed unit price, which shall be either the JWCC Contract unit price less any additional discounts or credits proposed at the TO level at the time the TO is executed or the then-current JWCC pricing at the time the invoice is generated, whichever is lower. The JWCC Contract unit prices shall be based on Attachment J-4: JWCC Catalog, Discounts, Premiums, and Fees. It is the contractor’s responsibility to ensure the correct unit price, less any discounts, is included in the invoice.

The invoice amount for each service shall consist of multiplying the unit price at the time of provisioning in the JWCC Marketplace by the amount of provisioned services consumed. The unit price at the time of provisioning in the JWCC Marketplace will not exceed the pricing contained in the JWCC Catalog for the period of performance of the TO.

IAW DFARS Procedures, Guidance, and Information (PGI) 204.7108(d)(12), the contractor’s invoice shall reflect billing against the appropriate CLINs, which details the services ordered and provisioned. The contractor shall invoice against the priced CLIN(s) and annotate the appropriate informational sub-line numbers (SLINs), if applicable. If a CLIN has multiple informational SLINs with unique Accounting Classification Reference Numbers (ACRNs), the contractor shall invoice against the priced CLIN and annotate each appropriate SLIN and ACRN associated to that charge on the invoice. Invoices that are billed against an informational SLIN instead of a CLIN with associated SLIN will be rejected by the Government.

Each CLIN that is to be invoiced on a consumption basis will include a NTE funding amount. For each CLIN, the Contractor shall notify the TOKO in writing when services consumed reach 75 percent of a total CLIN’s NTE amount. The Contractor shall include the value of all current consumption plus the forecasted consumption value for the next 30 days for each CLIN, when providing this notification to the Government.

The Contractor shall not continue performance under the TO where such performance would result in exceeding any CLIN NTE funding amounts. The Contractor shall immediately notify the TOKO when performance is stopped.

Any funds remaining at the expiration of the TO PoP will be deobligated IAW to each Contracting Office’s Procedures.

Section G6: POINTS OF CONTACT

JWCC Contracting Officer (KO)

Name: Michael J. Fanizzo

Organization/Office Symbol: WHS/EOSD/SSB

Phone No.: 202-913-5756

Email Address: michael.j.fanizzo.civ@mail.mil

JWCC Contracting Officer (KO)

Name: Michael A. Kline

Organization/Office Symbol: WHS/EOSD/SSB

Phone No.: 571-309-2538

Email Address: michael.a.kline42.civ@mail.mil

JWCC Contract Specialist (CS)

Name: Pamela W. Odhiambo

Organization/Office Symbol: WHS/EOSD/SSB
Phone No.: 571-236-2582
Email Address: pamela.w.odhiambo.civ@mail.mil

JWCC Contract Specialist (CS)
Name: Joshua F. Berger
Organization/Office Symbol: WHS/EOSD/SSB
Phone No.: 571-329-5786
Email Address: joshua.f.berger.civ@mail.mil

COR/Customer Point of Contact (Note: To be filled in upon contract award at the task order level)
Name: N/A
Organization/Office Symbol: N/A
Phone No.: N/A
Email Address: N/A

Contractor Point of Contact
Legal Business Name: Amazon Web Services, Inc.
DUNS: 965048981
CAGE CODE: 66EB1
Contractor POC: Ms. Rashea McCall Jackson
Email Address: jrashea@amazon.com
Phone Number: 301-613-7432
Fax Number: N/A

Section G7: LINE ITEM AND CONTRACT/ORDER CLOSEOUT

A timely contract closeout of the JWCC Contract and all of its TOs is a priority for the Government. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of TOs unless the Contractor requests and is granted an extension by the TOKO, in writing. Concurrent with the submission of final TO invoices, the Contractor shall notify the TOKO of the amount of excess funds that can be deobligated from the TOs so the closeout process can begin.

After 90 calendar days have passed from the date of expiration of a TO or CLIN/SLIN, unless an extension was initially requested in writing by the Contractor and granted by the TOKO, the TOKO will forward a bilateral TO modification to deobligate excess funds and/or closeout the TO in its entirety. This bilateral modification must be signed by the Contractor and returned to the TOKO within 30 calendar days of issuance of the modification. A Contractor's failure to respond to and/or sign the bilateral modification within 30 calendar days after the TOKO has issued it will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the TOKO to deobligate excess funds and/or close this TO.

Should the TO require audit/review (e.g., audits conducted by the Defense Contract Audit Agency), excess funds/balances from CLIN(s)/SLIN(s) that are not required to satisfy potential adjustments as a result of the review/audit will be removed from the CLIN(s)/SLIN(s) through a bilateral modification, which will be forwarded to the Contractor by the TOKO and must be signed by the Contractor and returned to the TOKO within 30 calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral modification within 30 calendar days of issuance will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the TOKO to remove the excess funds/balances on the associated CLINs/SLINs.

Communications with the Contractor will be conducted with the POC identified in Section G6 of the JWCC Contract, unless otherwise specified in individual task orders. Should the Contractor require a change in their POC, the Contractor shall initiate this request through written notification to the JWCC KO or TOKO, as appropriate.

Section G8: USE OF GOVERNMENT COMPUTERS/TECHNICAL EQUIPMENT

a. All Government equipment under this contract shall be used for Government official business only. Contractor personnel shall not use computers/technical equipment furnished under this contract for any use other than to perform the requirements of this contract. Contractor personnel shall not install any software on Government furnished computers/technical equipment unless consent is obtained from the KO, TOKO, or TO COR.

b. Information services available on the Government furnished computers/technical equipment shall be used for Government official business only. Examples of information services include the DISA network (DISANet), Internet, Intranet, World Wide Web, and electronic mail.

c. Access to Government information services is granted to the Contractor and its personnel solely for the purpose of contract performance, and use of such services constitutes consent to monitoring. Information services use will be monitored to ensure the protection of DoD networks and information and to verify and enforce compliance with the JWCC Contract and resulting TO requirements.

d. In the event contractor personnel use Government furnished computers/technical equipment and/or information services for other than Government official business, the Contractor shall be required to provide the Government with monetary consideration in the form of credits against the TO as determined by the TOKO. In addition, if requested by the TOKO, the Contractor shall be required to replace any of its individual employees who misused the Government computers/technical equipment and/or information services within 10 working days of request of such directive.

e. The following list includes, but is not limited to, examples of misuse of information services:

- (1) Illegal, fraudulent, or malicious activities.
- (2) Partisan political activity, political or religious lobbying or advocacy, or activities on behalf of organizations having no affiliation with DoD.
- (3) Activities whose purposes are for personal or commercial financial gain. These activities may include chain letters, solicitation of business or services, or sales of personal property.
- (4) Unauthorized fundraising or similar activities, whether for commercial, personal, or charitable purposes.
- (5) Accessing, storing, processing, displaying, or distributing offensive or obscene material such as pornography and or hate literature.
- (6) Annoying or harassing another person, e.g., by sending or displaying uninvited email of a personal nature or by using lewd or offensive language in an email message.
- (7) Using another person's account or identity without his or her explicit permission, e.g., by forging email.
- (8) Viewing, damaging, or deleting files or communications belonging to others without appropriate authorization or permission.
- (9) Permitting any unauthorized person to access a DISA or DoD-owned system(s).
- (10) Modifying or altering the operating systems or system configuration (including the installation of software) without obtaining written authorization from the TOKO or COR.

Section G9: INCIDENTAL PROPERTY MANAGEMENT

Pursuant to FAR Subpart 45.000(b)(5), Incidental Property is government property that is used by Contractor personnel in performance of a contract when the property remains at a DoD owned or leased facility, and the property remains accountable to the Government. Some examples include office furniture, telephones, tooling, computers, and mobile devices.

Contractor personnel shall adhere to the ordering agencies accountability and internal controls of property procedures such as DISA Instruction 270-165-8 (or a DoD equivalent). Temporary short term removal of Incidental Property for contingency, temporary duty (TDY), or other short term needs, requires a valid property pass and authorization of the TOKO or the COR. Long term removal of Incidental Property from a DoD owned or leased

facility is not permitted; the Incidental Property must be converted to and managed by the contractor as Government Furnished Property (GFP) pursuant to FAR Part 45 and corresponding GFP clauses.

The Contractor shall manage individual hand-receipted Incidental Property; to include, safeguarding, tracking, assisting personnel in conducting inventory to locate property, and reporting to the COR, along with the Property Custodian or Accountable Property Officer, any loss or damage of the property, as well as changes in contractor personnel and location updates. Contractor personnel shall adhere to ordering agencies procedures for transporting and storing laptops and mobility devices when removing Incidental Property (e.g., laptops, mobility devices) from DoD facilities. The Contractor is responsible to turn in Incidental Property when no longer needed, when personnel changes occur, and at the end of the period of performance of the contract/TO.

The Contractor's liability of loss for Incidental Property shall be the same as GFP loss, IAW FAR clause 52.245-1, Government Property, or alternate as listed in the contract.

Section G10: Government Furnished Property Contractor Management

In accordance with Federal Acquisition Regulation (FAR) 52.245-1, for any issued GFP under this contract/TO, the contractor shall establish a Property Management Plan to maintain procedures necessary to assess the contractor's property management system. The contractor shall perform periodic internal reviews, surveillance, self-assessments, and/or audits as a part of this plan. A contractor in possession of GFP shall provide the COR and/or Property Administrator or Communications Security (COMSEC) Account Manager (if assigned) a report of all Government Property (GFP and/or contractor acquired property titled to the Government) to include the item description, make, model, serial number, Item Unique Identification (IUID), and last inventory date; the report should be minimally provided on an annual basis and 30 days prior to the expiration of any performance period (base and options). In addition, the contractor shall establish a Contractor Property Manager (CPM) POC for any contract action that includes GFP and shall provide the POC name, phone number, and email address to the COR and Property Administrator or COMSEC Account Manager (if assigned) within one business day of award. The contractor shall ensure the CPM POC and any associates meet all National Security Agency (NSA) guidelines for the management of any COMSEC property. The CPM is responsible for processing all GFP transactions in the GFP module located in the Procurement Integrated Enterprise Environment (PIEE) and/or IAW the National Security Agency (NSA) policies for COMSEC property within four business days of any GFP action. The CPM shall perform acceptance of any new GFP items and process and a return shipment for any previously accepted GFP that will be returned to the Government. Other reportable actions include personnel changes, increases and decreases in issued GFP quantity, and all break fix/non-functioning property actions where GFP is exchanged. The CPM shall ensure all GFP is reported IAW DFARS clause 252.211-7007 (and/or any subsequent DFARS or Agency GFP reporting requirements or NSA Guidelines) and shall confirm all issued GFP items adhere to the GFP Pass instructions (or a DoD equivalent). Any changes in contractor personnel shall be coordinated with the COR and Property Administrator (if assigned) for return and issuance of GFP items and shall follow Agency location specific instructions posted on (website to be added after award). All contractor owned property that is coordinated for authorization by the COR to be brought to a DOD location shall be clearly marked with the name of the company or like marking indicating the ownership of the property.

For all break fix/non-functioning property actions when an item previously accepted in the GFP module or NSA equivalent is exchanged, contractor personnel shall notify their CPM. The CPM shall notify the COR, and/or PA or COMSEC Account Manager (if assigned), and the Authorized Government Receiver (AGR) by email once the return shipment and acceptance has been initiated or completed in the GFP module or NSA equivalent. Agency location specific break fix/non-functioning property instructions and AGRs are posted here (website to be added after award).

On or prior to the last day of contract performance, the contractor shall turn-in all Transitioned GFP, as defined in DARS 45.101, IAW Agency location specific instructions posted on (website to be added after award). The CPM shall initiate a return shipment action in the GFP module in PIEE or NSA equivalent, and notify the AGR via email. Any Transferred GFP, as defined in DARS 45.101, that requires tangible shipment without inspection by the Government to the next contract, shall also have a return shipment action initiated by the CPM in the GFP module or

NSA equivalent on or prior to the last day of performance. As part of contract closeout procedures, the contractor shall notify the COR and Property Administrator once all GFP items have been returned to, and accepted by, the Government and a GFP return shipment has been processed in the GFP module or NSA equivalent.

Section G11: JWCC Catalog Modifications

The Contractor shall follow the below process for modifying and/or adding Offerings to the JWCC Catalog. The Contractor must receive notification that applicable exceptions have been granted by the JWCC KO before initiating the process of adding or modifying affected offerings.

- a. Offerings (e.g. Commercial Offerings, existing JWCC Offerings) may be added to, or modified on, the JWCC Catalog IAW the following requirements, Offerings:
1. Must have authorization for DoD use (Provisional Authorization (PA) or Authority To Operate (ATO)). Offerings that are not subject to the CC SRG, DoD, or IC standards must comply with Government-approved Contractor security processes and standards (CDRL A016).
 2. Must be at or below commercial catalog pricing.
 3. Must be included in the next deliverable required by Contract Data Requirements List (CDRL) A022, JWCC Catalog with Change Report.
 4. Must have a Service Level Agreement (SLA)/Licensing Agreement(s) (LA) with the identical language as existing JWCC Contract-approved SLA/LA(s) at the paragraph level, and the Contractor identifies the existing SLA/LA(s) and where the language exists.

NOTE: The Government may reject pricing subject to conditions precedent or conditions subsequent. The Government reserves the right to direct removal of items from the JWCC Catalog at the JWCC KO's discretion.

Offerings shall be made available for ordering in the JWCC Marketplace when the Offerings meet all the criteria for G11(a) and the Offering does not require KO negotiation. A unilateral modification to add new/modified Offering SLA/LAs in Attachment J-5: Licenses and Service-Level Agreements will be executed when the SLA/LA(s) are identical to the existing JWCC Contract-approved SLA/LA(s) in accordance with G11(a). The Government reserves the right, at its convenience, to audit all JWCC Catalog Change Reports to ensure compliance with contract requirements.

- b. Offerings not meeting the criteria for G11(a) are required to submit a formal request to the JWCC KO.
1. Requests shall include:
 - i. Data other than certified cost and pricing data or if required by FAR Subpart 15.403, certified cost and pricing data.
 - ii. Affirming evidence that a PA or ATO has been granted. Offerings that are not subject to the CC SRG, DoD, or IC standards must comply with Government-approved Contractor security processes and standards (CDRL A016).
 2. The JWCC KO will notify the contractor when an item may be included in the JWCC Catalog. If determined necessary by the JWCC KO, a bilateral modification will be executed to incorporate offerings pursuant to G11(b)(1)
 3. Once approved, the contractor shall include the offering in the JWCC Catalog pursuant to the terms of the contract.

CLAUSES INCORPORATED BY REFERENCE

52.242-17 Government Delay Of Work
252.204-7006 Billing Instructions

APR 1984
OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

**252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR)
(MAR 2015)**

- (a) The Contracting Officer's Representative (COR) is a representative of the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.
- (b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.
- (c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or a written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.
- (d) COR authority is not delegable.
- (e) The COR for this contract will be determined on a COR designation letter on the task order level.

(end of clause)

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC
2018)**

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.cb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

2in1 Service

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

2in1 Service

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____

Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*To be completed at Task Order level.

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

To be completed at task order level.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

SECTION H: SPECIAL CONTRACT REQUIREMENTS

The Contractor shall flowdown any Section H clauses that specifically require flowdown, notwithstanding the language in (b)(1) of 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEM (DEVIATION 2018-O0021) (SEP 2018) in Section I.

Section H1: Government Data

1. The Government reserves for itself or others, as appropriate, all applicable rights, title, and interest, including intellectual property and any other applicable forms of proprietary rights, to:

- a. Contractor's use of Government-related data shall be subject to paragraph (c) of DFARS 252.239-7010. Government-related data (as defined at DFARS 252.239-7010), including all computational results or data derived from the Government's use of JWCC offerings and any JWCC user account information (e.g. mail.mil email address, name, organization).
- b. All Government-related data (as defined at DFARS 252.239-7010), including all computational results or data derived from the Government's use of JWCC offerings and any JWCC user account information (e.g. mail.mil email address, name, organization). Contractor's use of Government-related data shall be subject to paragraph (c) of DFARS 252.239-7010.
- c. Information Asset is the totality of all data and information from H1.1.a and H1.1.b.

2. The Contractor shall not prevent or otherwise impede the Government or any authorized JWCC user from accessing, transferring, downloading, or otherwise extracting any Government information assets or Government-related data described under Section H1, Item 1, or any associated databases, object and file storage, system configurations, cloud activity logs, and network configurations, as applicable and needed. The Government will have a "hold-over period" for a duration of no more than 30 calendar days after the expiration of the JWCC Contract or any individual TO, if the TO exceeds the PoP of the JWCC Contract, to extract Government information assets and Government-related data from the JWCC CSOs in the JWCC cloud environment. For all TOs issued against the JWCC Contract, the Contractor shall provide written notification to the issuing TOKO, TO COR, and JWCC COR seven calendar days prior to the TO expiration with a fully computed day-for-day total cost to the Government, itemized by each contributing cost (e.g. disk storage, compute, network charges, any special cloud boundary exit egress charges, etc.) for the duration of the hold-over period from the expiration of the JWCC Contract or any individual TO. In the event that this basis for computation adjusts during the notification period, the Contractor shall re-notify the Government on a daily basis of the newly computed day-for-day costs. Following a hold-over event, the Contractor shall obtain written direction from the Government that the hold-over event is completed, and once the "hold-over" event has been declared as completed by the Government, the Contractor shall destroy, IAW Attachment J-2: Cloud Computing Cybersecurity Plan for Operations (C3PO), and at no cost to the Government, any JWCC Government information assets that still remain in the Contractor's JWCC cloud environment (a collection of physical and logical assets, provided by the Contractor, that minimally supports the hosting and operations of workloads). The destruction process shall include all subcontracted resources or services (those so agreed between the Contractor and its subcontractors that constitute the entirety of infrastructure assets), which are included in the Contractor's operating domain.

3. Contractor's use of Government-related data shall be subject to paragraph (c) of DFARS 252.239-7010. Any Government-related data associated with JWCC users may be used for purposes of providing or improving services under the JWCC Contract. Government-related data such as service usage data may not be sold, leased, distributed, released, disclosed, or otherwise provided to third parties. Under no circumstances may the Contractor disclose Government-related data such as JWCC account or workspace (pool of resources and services within a cloud environment that supports a specific project) information to third parties unless those third parties are approved subcontractors under the JWCC Contract and such disclosure is necessary for JWCC Contract performance. Under no circumstances may the Contractor disclose any personally identifiable information (PII) associated with JWCC users to any person or entity, other than those persons and entities who require access to that information to perform duties and services in association with the JWCC Contract, without the JWCC users' written consent.

4. When TE devices are returned to the Contractor, the Contractor shall either dispose of the TE device IAW the Cloud Computing Security Reference Guide and the Attachment J-3: JWCC DD254 or follow the procedures and requirements in C3PO for reuse.

5. The Contractor is required to coordinate with the JWCC PMO and obtain approval from the proper authority (e.g. Cognizant Security Authority, information system owner) over the subject infrastructure and establish any required agreements (e.g. co-use agreement(s)), prior to allowing non-JWCC users to use classified JWCC infrastructure. Classified JWCC infrastructure includes encryption devices and individual pieces of classified JWCC infrastructure physically and logically behind the encryption devices (the security boundary under which a crypto device operated), but excludes infrastructure on the unclassified side of the encryption devices that may be used for joint tenancy. JWCC users include the entire DoD as defined in 10 U.S.C. § 111. The Contractor is prohibited from reusing classified infrastructure at a different classification level than the classification level for which the infrastructure has been accredited without approval by the proper authority and in accordance with all applicable security guidance (e.g. DD254). Without approval by the proper authority and in accordance all applicable security guidance, the Contractor is prohibited from physically transferring any classified infrastructure components to a non-DoD entity.

6. The Contractor shall be required, as necessary, to purge classified storage media and/or destroy classified infrastructure IAW Attachment J-2: C3PO and any additional instructions per the applicable TO. Unless specifically directed by the JWCC PMO to retain and preserve particular classified infrastructure and/or media (includes, but not limited to, storage media), the Contractor shall destroy classified infrastructure and/or media IAW Attachment J-2: C3PO and any additional instructions per the applicable TO.

Section H2: JWCC Offerings

1. All Offerings available for ordering under the JWCC Contract shall be incorporated in the JWCC Catalog IAW Attachments J-4: JWCC Catalog, Discounts, Premiums, and Fees. The Offerings shall be added to, or modified on, the JWCC Catalog IAW the Attachment J-1: JWCC PWS and Section G11, JWCC Catalog Modifications. Added/modified Offerings shall be made available in the JWCC Catalog within 24 hours.

2. If JWCC Offerings that have been included in or provisioned under a TO under the JWCC Contract are eliminated from the Contractor's Commercial Offerings, the Contractor shall offer the Government replacement offerings with substantially similar functionality as, and at a price no higher than, the eliminated offerings for the remainder of the applicable TO PoP. The replacement offerings shall be made available at least 30 days before the Contractor suspends the offerings. Under no circumstances may the replacement offerings require any additional purchase(s) (e.g., of additional services) that cause the aggregate price to be higher than the eliminated offering's price in order to achieve the same functionality as the eliminated offering.

3. Any discounts, premiums, or fees included in Attachment J-4: JWCC Catalog, Discounts, Premiums, and Fees shall apply equally to new or modified offerings in the same manner as previous offerings, unless the Contractor and the Government have specifically negotiated otherwise.

4. **JWCC Exception Requests:** Post-Award exceptions may be requested only for those requirements where a PWS section explicitly indicates that a JWCC exception request may be submitted.

Exception requests shall be submitted to the JWCC KO IAW CDRL A024. Exceptions to the PWS requirement(s) must be submitted to the JWCC KO as soon as the Contractor identifies the need for the exception. Exceptions shall only be granted by the JWCC KO.

Only after the JWCC KO notifies the Contractor that the exception request is granted shall the Contractor initiate the process of adding or modifying Offerings IAW G11 for any Offerings affected by the exception.

Exceptions that have been granted by the JWCC KO will be reviewed by the JWCC KO and the JWCC PMO at the In-Progress Reviews to ensure continued applicability and status of the plan to meet the Government's requirement.

In accordance with the timeframes and submission requirements detailed in CDRL A024, the contractor may request a modification (e.g. extension) to an approved exception.

The Government may evaluate any approved exception in whole, or in part, and modify the approved exception via written direction from the JWCC KO.

5. The Government may reject pricing subject to conditions precedent or conditions subsequent.

6. **Reserved Instances/Committed Use:** The Government does not accept "reserved instances" or commitments that could potentially exceed the Period of Performance of a task order. After the Government has identified the controls necessary to ensure the DoD is in compliance with fiscal and contract law, the Government may consider reserved instances at the task order level. Vendors shall not include reserved instances in their JWCC Catalog.

Section H3: Price Changes

1. For each TO's PoP, the unit price at the time of provisioning in the JWCC Marketplace will not exceed the pricing contained in the JWCC Catalog.

2. The Government may reject pricing subject to conditions precedent or conditions subsequent.

3. The Contractor shall manage its online JWCC Catalog pricing changes such that all prices for offerings approved in its JWCC Catalog shall be equal to or less than their Commercial Catalog pricing. Any price changes in the Commercial Catalog shall prompt price changes in the JWCC Catalog in accordance with Attachment J-4.

4. The changed price(s) shall be reflected in the next deliverable required by Contract Data Requirements List (CDRL) A022, JWCC Catalog with Change Report.

Section H4: Additional Security

1. Security is a material condition of the JWCC Contract. The JWCC Contract and any resulting TOs shall be subject to immediate termination for cause, without the requirement for a cure notice, upon the JWCC KO's determination that the Contractor has failed to fully comply with the security requirements of this JWCC Contract.

2. As another material condition of this JWCC Contract, the Contractor must maintain the legal title to, or claim of right over, the assets of the infrastructure to support rapidly affecting changes to the controlled infrastructure, as further described in PWS Section 1.5.15.5. Rapid changes to the infrastructure may be required to mitigate identified security vulnerabilities. This JWCC Contract and any resulting TOs shall be subject to immediate Termination for Cause, without the requirement for a cure notice, upon the JWCC KO's

determination that the Contractor has failed to fully comply with the security requirements of the JWCC IDIQ Contract because the Contractor did not exercise or maintain control of their JWCC infrastructure, as required by section 1.5.15 of the Attachment J-1: JWCC PWS.

3. The Government, and specifically the DoD, with regard to national defense, security, and integrity concerns requires vigilance on supply chain process, procedures, and specific materials, componentry, assemblies, and subassemblies as well as the facilities and labor that results in Contractor's offerings. All JWCC capabilities and services shall comply with DFARS clause 252.239-7017, Notice of Supply Chain Risk and DFARS clause 252.239-7018, Supply Chain Risk, regardless of whether or not the JWCC is declared to be a "covered system," unless a specific waiver is granted by the JWCC KO.

Section H5: Issuance of Subcontracts

The Contractor shall provide to the JWCC KO written notice of all subcontracts and all subcontract tiers issued under the JWCC Contract.

Section H6: Limited Release and Safeguarding of Contractor Business Sensitive Information for JWCC Program Support

1. Definitions: As used in this Section H6:
 - a. "Contractor Business Sensitive Information" (CBSI) means recorded information owned or controlled by the Contractor that is controlled unclassified information of a trade secret or commercial or financial nature and is privileged or confidential. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.
 - b. "JWCC Program Support Contractor" (JPSC) means an entity under contract to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the JWCC program activities (including individual Task Orders), rather than to directly furnish an end item or service to accomplish a program or effort, provided that such entity-contractor—
 - i. Is not affiliated with the Contractor or a first-tier subcontractor on the JWCC IDIQ contract, or with any direct competitor of the Contractor or any such first-tier subcontractor in furnishing end items or services of the type developed, delivered, or provided under the JWCC program activities; and
 - ii. Receives access to CBSI for performance of a Government contract that contains use and non-disclosure requirements consistent with this section.
2. Contractor Acknowledgement and Authorization. Contractor acknowledges the Government's need to utilize JPSCs to support the Government's management and oversight of the JWCC program activities, and that such support may require the Government to share CBSI with such JPSCs. Accordingly, Contractor authorizes the Government to release CBSI to JPSCs, provided that--
 - a. Contractor is notified of the identity of the JPSC;
 - b. The JPSC receives the CBSI under a Government contract that includes use and nondisclosure requirements consistent with this section; and
 - c. Contractor may require any JPSC to enter into a use and non-disclosure agreement directly with Contractor, which agreement shall include and implement the use and nondisclosure requirements specified in this section, and may include additional terms and conditions by mutual agreement of the Contractor and JPSC that do not prohibit or restrict the JPSC from meeting its contractual obligations to the Government.
3. Use and Nondisclosure Restrictions on JPSCs. Any JPSC that receives CBSI shall be made subject to the following use and nondisclosure obligations:

- a. The JPSC shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's management and oversight of the JWCC program activities, and shall not be used to compete for any Government or non-Government contract, for any other purpose not authorized by this section
 - b. The JPSC shall protect the information against unauthorized release or disclosure.
 - c. The JPSC shall ensure that its employees are subject to use and non-disclosure obligations consistent with this section prior to the employees being provided access to or use of the information
 - d. The JPSC will enter into a use and nondisclosure agreement with the Contractor, if required to do so by Contractor, and that any such use and nondisclosure agreement will implement the restrictions set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.
 - e. The JPSC shall indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys' fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of CBSI by the JPSC or any person to whom the JPSC has made an authorized release or disclosure such information.
 - f. The JPSC acknowledges that the Contractor, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the JPSC, or any person to whom the JPSC has made an authorized release or disclosure such information, for the unauthorized duplication, release, or disclosure of such information.
 - g. A breach of these obligations or restrictions may subject the JPSC to—
 - i. Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - ii. Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause
4. Release and Direct Action as a Third Party Beneficiary. Contractor is a third party beneficiary of the use and non-disclosure restrictions required for JPSCs in accordance with this section. Contractor agrees to release the Government from liability for any release or disclosure of CBSI to a JPSC made in accordance with this section, or by others to whom a JPSC has made an authorized release or disclosure such information, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed such information.
5. Relationship to Other Authorized Releases and Safeguarding Requirements. The requirements of this Section are intended to supplement and coexist with other legal, regulatory, and contractual authorities and requirements for the release and safeguarding of controlled unclassified information. For example, the Government is authorized to release certain technical data and computer software marked with restrictive legends to covered Government support contractors pursuant to DFARS 252.227-7025, "Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends," and related clauses.

Section H7: Non-Endorsement

This Contract does not, in any manner, constitute an endorsement by the Government of any results, services, resulting designs, hardware, software, or any other applications resulting from performance under this Contract. This Contract does not obligate the Government to award future contracts to the Contractor.

Section H8: Mandatory Addendum to License Agreements and Service Level Agreements

1. This Section H8 governs the requirements and procedures for revisions required by the Government, and the authorization for the Contractor and Government to negotiate further revisions, to any License Agreements (whether called an End User License Agreement, Terms of Use, or some other name) and any Service Level Agreements (SLAs). For any License Agreements or any SLAs that the contractor wants to be applicable to JWCC user, the following Addendum shall be added to such License Agreement or SLAs and, together, that License Agreement and SLA with attached Addendum shall be attached to the JWCC Contract in Attachment J-

5: Licenses and Service Level Agreements. Any new or revised License Agreements and SLAs shall be handled in accordance with Section G11, JWCC Catalog Modifications.

2. The Government will accept commercial terms in a License Agreement or SLA only to the extent that such terms do not conflict with Federal law and only to the extent those terms do not interfere with meeting the Government’s needs.

3. The Contractor agrees that, in the event of any conflict or inconsistency between the terms in the following Addendum and the terms of a License Agreement or SLA, the terms of the following Addendum will supersede and be controlling. The Contractor acknowledges that the following Addendum is a binding part of its JWCC Contract and all TOs issued thereunder.

ADDENDUM

Addendum to License Agreement or Service Level Agreement

The Contractor, _____, hereby submits this Addendum as an attachment to the License Agreement (LA), whether called an End User License Agreement, Terms of Use, or some other name or to the Service Level Agreements (SLAs). The Contractor agrees that, in the event of any conflict or inconsistency between the terms in this Addendum and the terms of the LA and/or the SLAs, the terms of this Addendum will supersede and be controlling.

The Government accepts commercial terms in a LA or SLA only to the extent that those terms do not conflict with Federal law and only to the extent those terms do not interfere with meeting the Government’s needs. The Government’s needs are the requirements in the Joint Warfighting Cloud Capability (JWCC) Contract, herein referred to as “the Contract”, including, but not limited to, Attachment J-1: JWCC Performance Work Statement (PWS) and Attachment J-2: Cloud Computing Cybersecurity Plan for Operations (C3PO). In the event of any conflict or inconsistency between the Government’s needs and either the LAs or the SLAs, such terms, clauses, and provisions in either the LAs or the SLAs are deemed deleted.

The following types of terms, clauses, and provisions in a LA or SLA are unacceptable in whole or in part to the Government as a result of a conflict with Federal law or as a result of incompatibility with the Government’s needs. Any such terms, clauses, or provisions in a LA or SLA will have no force or effect, or the force and effect is modified, as described in this addendum.

<p>General Indemnity (by the Government)</p>	<p>The unenforceability of unauthorized obligations is governed by paragraph (u) of the Federal Acquisition Regulation (FAR) 52.212-4 clause of the Contract. The Government shall not indemnify any party under the Contract, unless expressly authorized by statute and specifically authorized under applicable agency regulations and procedures. Such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B).</p> <p>Instead, recourse against the United States for any alleged breach of an agreement must be submitted as a dispute under the Contract Disputes Act and relevant contract clause. While a dispute is pending, the Contractor shall proceed diligently with performance of the Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of the JWCC Contracting Officer (KO).</p>
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<p>Entire Control of Intellectual Property Litigation</p>	<p>Clauses giving the Contractor control over any claims or disputes involving patent or other intellectual property infringement are not allowable, insofar as, except as otherwise authorized by law, only the U.S. Department of Justice (DOJ) is authorized to represent the U.S. Government in Court, per 28 U.S.C. § 516. Any clause giving entire control of litigation to a contractor is hereby modified as follows:</p> <p>If a third party claims that products or services delivered under the Contract infringe upon that party’s patent, copyright, or trademark, the Contractor will indemnify the Government against liability, at the Contractor’s expense, and pay all costs, damages, and attorney’s fees that a court finally awards or that are included in a settlement approved by the Contractor, provided that the Government promptly notifies the Contractor of the claim and gives the Contractor such opportunity as is offered by applicable laws, rules, and regulations to participate in the defense thereof. The Government shall make every effort to fully participate in the defense and/or in any settlement of such claims.</p> <p>However, the Contractor agrees that such participation will be under the control of the U.S. DOJ, per 28 U.S.C. § 516, and the DoD cannot agree in advance to maximum aggregate liability, consequential damages, or any other remedy or dispute resolution mechanism which may be called out in Contractor’s license agreement. The Government cannot agree in advance to liability for infringement or other violation of any third party intellectual property rights except to the extent recovery is permitted by any U.S. Federal law, including, but not limited to, 28 U.S.C. §1498, the Contract Disputes Act, the Tucker Act, and the Federal Tort Claim Act.</p>
<p>Automatic renewals (e.g., term licenses for software or software maintenance that renew automatically and renewal charges are due automatically unless the government takes action to opt out or terminate)</p>	<p>The Government does not agree to any automatic renewal provisions because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). The unenforceability of unauthorized obligations is governed by paragraph (u) of the FAR 52.212-4 clause of the Contract.</p> <p>If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance), such license or service shall not renew automatically upon expiration</p>

	<p>of its current term without prior express Government approval by a warranted contracting officer.</p>
Audit	<p>Any clauses that give the Contractor the right to audit the Government's use of software licenses do not meet the Government's needs as a matter of security.</p> <p>The Contractor can request that the Government conduct a self-audit and provide the Contractor with results of the audit, but the Contractor will not have access to the Government's systems to conduct the audit.</p>
Attorney fees and costs; equitable relief; arbitration	<p>The Government does not agree to any clause(s) relating to the award of attorney's fees and costs or equitable relief because they may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B).</p> <p>Equitable relief and the award of attorney's fees, costs, or interest are only allowed to the extent permitted by statute (e.g., the Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the disputes clause. Binding arbitration will not be used.</p>
Taxes	<p>The Government does not agree to any clause(s) purporting to make the Government responsible for all taxes. Any taxes the Contractor believes to be payable by the Government must be submitted individually to the Task Order (TO) Contracting Officer for adjudication.</p>
Incorporating other License Terms by Reference, Including Reference to a Website	<p>Terms provided in other documents or websites, outside of the Contract and its attachments, do not bind the Government in any way. Any license agreement provisions or terms of use unilaterally revised subsequent to the Contract award that are inconsistent with any material term or provision of the Contract are not enforceable against the Government.</p>

Venue; Choice of Law	<p>The Government does not agree to any venue, jurisdiction, or choice of law clause(s) and does not consent to jurisdiction in any U.S. State court or non-U.S. jurisdiction.</p> <p>Venue and jurisdiction for any disputes are determined by the applicable Federal statute (e.g., the Contract Disputes Act) or by the Federal Acquisition Regulation (FAR). Any disputes arising under or related to the Contract and license agreement/SLA will be governed by applicable Federal statutes and regulations, not the laws of any particular U.S. State or non-U.S. jurisdiction.</p>
Arbitration	<p>The Government does not agree to any provisions relating to mandatory arbitration. Disputes must be resolved in accordance with applicable Federal statutes (e.g., the Contract Disputes Act) and regulations.</p>
Equitable remedies, injunctions	<p>The Government does not agree to any clauses consenting to or entitling the Contractor to equitable relief or injunctions. Equitable relief for copyright, trademark, or patent infringement by the Government is only available to the extent permitted by Federal law.</p>
Unilateral termination by Contractor for breach	<p>The Government does not agree to any clauses permitting unilateral termination of the Contract or license agreement/SLA by the Contractor. Any terms in a contractor's commercial license that call for immediate termination (including remote disabling of services by the Contractor), or termination in the event a Government corrective action is not taken within a time frame that is less than 90 days shall be revoked in favor of a 90-day time for the Government to take corrective action. Recourse against the Government for any alleged breach of the Contract must be made under the terms of the contract disputes clause (the Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of the Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and must comply with any decision of the JWCC KO.</p>
Unilateral modification	<p>The Government does not agree to any provisions giving the Contractor the right to unilaterally change the license terms, with or without notice to the customer.</p>

Assignment by licensor	<p>The Government does not agree to the assignment of any license terms and conditions by the licensor.</p> <p>Assignment of Government contracts without the Government's prior approval is prohibited by statute, except for assignment of payment to a financial institution, which must comply with the Assignment of Claims Act (31 U.S.C. § 3727, 41 U.S.C. § 15) and FAR subpart 32.8.</p>
Confidentiality	<p>The Government does not agree to any clause asserting that unit prices or license agreement terms are confidential or proprietary information.</p> <p>Neither the license agreement nor the price list shall be deemed "confidential" or "proprietary" information notwithstanding any marking to that effect. The Freedom of Information Act (FOIA) governs what information must be disclosed and what information may be withheld by the Government in response to a FOIA request.</p>
References to External Sources (such as URL links)	<p>The Government does not agree to any terms or conditions incorporated by reference to an external source if those terms or conditions are not included in the license agreement and/or SLA itself (e.g., by attachment or addendum).</p>
Order of Precedence	<p>Any provisions concerning the order of precedence of terms that purport to apply to the Government are revoked in favor of U.S. Federal law and the applicable term of the Contract. The Contract order of precedence with respect to Contractor's license agreements and SLAs shall be in accordance with FAR 52.212-4(s), Order of Precedence.</p>
Delivery Requirement	<p>If performance under the Contract or subsequent TO requires that the Government download a Contractor Commercial Product that is covered by the Contractor's Commercial License, execution of the TO shall constitute a delivery requirement, with terms that are commensurate with the duration of the TO Period of Performance.</p>
Contractor Beta Products and/or Services	<p>The Government will not accept any Contractor products and/or services with terms that include free trial periods that purport to convert to an automatic order after a specified period. The unenforceability of unauthorized obligations is governed by paragraph (u) of the FAR 52.212-4 clause of the Contract.</p>

Contract Execution	End user “Click Through,” “Use Means Acceptance,” “If You Do Not Accept Stop Using” and similar terms that purport to bind the Government due to access/use by an end user are disavowed. Such acceptance terms, and “apparent” acceptance of the terms by the Government, shall have no effect upon the Government or a Task Order under the JWCC Contract. The unenforceability of unauthorized obligations is governed by paragraph (u) of the FAR 52.212-4 clause of the Contract.
Warranty	The Government does not agree to any warranty provisions in the Contractor Commercial License that would restrict or limit the warranty specified in paragraph (o) of FAR clause 52.212-4, Contract Terms and Conditions—Commercial Items. The Government will consider and may accept other warranty provisions in the Contractor Commercial License that would supplement or expand the warranty in FAR clause 52.212-4.
General Data Protection Regulation (GDPR)	The Government is not a member of the European Union (EU), and does not agree to any GDPR terms. Any GDPR terms or language that create obligations for the Government are hereby revoked and shall have no effect with respect to the Government.
Vague and Overbroad Usage Restrictions	The Government cannot agree “not to use the Contractor’s products and services in a way prohibited by law, regulation, governmental order or decree,” “not to use the Contractor’s services in any manner which could cause serious bodily injury to any person, or that could cause severe physical or environmental damage,” or to similar language. Such license terms are vague and overbroad. However, the Government can agree to use the Contractor’s product(s) and services(s) in a manner that does not violate U.S. Federal law, and in a manner consistent with the terms and conditions of the license, and the contract and/or task order, as appropriate.
Anti-Competitive License Terms	The Government cannot agree to license terms that require the Government to take actions that could inhibit future competitive procurements. Such terms violate the Competition in Contracting Act (CICA) and shall have no effect with respect to the Government.
Throttling	The Contractor may not utilize rate limitation constraints on bandwidth traffic to “throttle” the Contract’s cloud services based on a perceived breach of the Contract or Contractor license. All perceived breaches of the Contract or Contractor licenses that cannot be amicably resolved by the Parties must be resolved in accordance with the Contract Disputes Act.

Remote Disabling	The Contractor may not disable the Contract’s cloud services provided to the Government based on a perceived breach of the Contract or Contractor licenses. All perceived breaches of the Contract or Contractor licenses that cannot be amicably resolved by the Parties must be resolved in accordance with the Contract Disputes Act.
Forms of Intellectual Property	The Government does not automatically agree to license rights or restrictions on forms of intellectual property that are not covered by U.S. Federal law or FAR/Defense Federal Acquisition Regulation Supplement (DFARS). The Government agrees to respect trademarks, service marks, and trade names that are used to identify the source of the licensed materials by the Contractor or its licensors, as applicable.
Monitoring	In performance of the PWS requirements to compute DoD utilization metrics, the Contractor shall not monitor, collect, or aggregate JWCC content in any capacity.

The Contractor agrees to all the terms of this Addendum and will abide by its provisions.

Signature of Authorized Representative

Date

Name of Authorized Representative

Name of Contractor

(End of Addendum)

Section H9: Foreign Ownership, Control, or Influence

In each subcontract issued under this Contract wherein any aspect of the subcontractor’s work is classified, the Contractor shall include a requirement for subcontractors to submit Foreign Ownership, Control, or Influence (FOCI) documentation to the JWCC KO via the Defense Counterintelligence and Security Agency (DCSA) Electronic Facility Clearance System (e-FCL), just as the Contractor submits in DFARS clause 252.209-7002 via its certifications under FAR clause 52.204-7. The Contractor shall flow down this clause to all subcontracts at any tier.

Section H10: Small Business

Any modification to Attachment J-6: “Small Business Subcontracting Plan” and Attachment J-7: “Small Business Participation Commitment Document” must be negotiated and pre-approved by the JWCC KO.

Section H11: Liability for Loss, Theft, Damage, Inoperability, or Destruction of Tactical Edge Devices

The Government assumes no liability for loss, theft, damage, or destruction, as a result of normal operation (within the operating specifications of the services' hardware). In the event the service(s) (inclusive of hardware) is operated outside the stated specification(s) and is no longer sufficiently operable, the Government will assume liability for instances of loss, theft, damage, or destruction per the contractor's standard commercial process outlined in the JWCC Contract IAW Attachment J-14: Liability Process for Loss, Theft, Damage, Inoperability, or Destruction of Tactical Edge Devices. Sufficiently operable, for this clause, is defined as all functions of the service(s) operating as originally ordered.

Section H12: Integrated Master Timeline Non-compliance

Should the Contractor fail to deliver the required Offerings within the JWC acquisition environment's delivery schedule, per the terms and conditions detailed in its JWCC Contract, the Contracting Officer may suspend, restrict, or otherwise revoke, at the Government's discretion, the Contractor's ability to compete for, or otherwise receive, TOs at any and all classification levels, until the Contracting Officer determines that the failure by the Contractor has been remedied. This is in addition to the remedies available to the Government under FAR 52.212-4, Contract Terms and Conditions - Commercial Items, paragraph (m), and any other remedy to which the Government is entitled.

Section H13: Mandatory Addendum to the JWCC Contract: Self-Certification of Control

1. The Contractor's unimpeded ability to exercise and maintain control over its JWCC infrastructure (other than disconnected TE devices) is critical in order to comply with the Government's security requirements. Within eight hours from initial Government notification, the Contractor shall coordinate and initiate implementation of Government-directed alterations or configuration changes to Contractor-owned/Contractor-operated JWCC infrastructure and capabilities, to address critical security vulnerabilities or national security requirements. Such direction may come from the JWCC KO, or the JWCC COR, however, only the JWCC KO may make a change to the terms and conditions of the JWCC Contract. The below Addendum shall be attached to the JWCC Contract in Attachments J-15: Self-Certification of Control.
2. The Contractor agrees that in the event of any conflict or inconsistency between the terms in this Addendum and the terms of any other agreement associated with the facilities and infrastructure related to JWCC the terms of this Addendum supersede and are controlling. The Contractor acknowledges that the following Addendum is a binding part of its JWCC Contract and all TOs issued thereunder.

ADDENDUM**Addendum to the JWCC Contract: J-15 Self-Certification of Control**

1. The Contractor, _____, hereby submits this Addendum to the Joint Warfighting Cloud Capability (JWCC) Contract certifying to the control over and access to the JWCC infrastructure. The Contractor agrees that in the event of any conflict or inconsistency between the terms in this Addendum and the terms of any other agreement associated with the facilities and infrastructure related to JWCC the terms of this Addendum supersede and are controlling.
2. The Contractor's unimpeded ability to exercise and maintain control over its JWCC infrastructure (other than disconnected TE devices) is critical in order to comply with the Government's security requirements. Within eight hours from the initial Government notification, the Contractor shall coordinate and initiate implementation of Government-directed alterations or configuration changes to Contractor-owned/Contractor-operated JWCC infrastructure and capabilities to address critical security vulnerabilities or national security requirements. Such direction may come from the JWCC KO, or the JWCC COR; however, only the JWCC KO may make a change to the terms and conditions of the JWCC Contract.
3. Control is defined as:
 - a. Unrestricted, uninhibited physical access; and,

- b. The ability to execute directives issued by the JWCC KO or JWCC COR within eight hours of Government notification.
4. The Contractor shall maintain Control, as defined above, throughout the entire JWCC Contract's period of performance, over the infrastructure the Contractor is utilizing for all UNCLASSIFIED and CLASSIFIED JWCC environments, including:
- Underlying hardware infrastructure, including networking components within data centers,
 - Underlying software layers, including the hypervisor and networking components,
 - Software platform Commercial Offerings and JWCC Offerings (excluding third-party marketplace offerings),
 - Hardware and software components of all points of presence, and
 - Facilities (inclusive of Sensitive Compartmented Information Facilities (SCIF)).
5. If a SCIF supporting the JWCC CLASSIFIED infrastructure is supporting, or will support, other Government agencies' CLASSIFIED infrastructure during the performance period of the JWCC contract, the Contractor shall have a fully executed co-use agreement signed by the host and tenant Cognizant Security Authorities (CSAs) as required in Intelligence Community Standard (ICS) 705-02 and follow all applicable Intelligence Community Guidance (e.g. Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities). DISA must be a signatory on the co-use agreement.
6. Depending on the urgency of the circumstances, a Government-directed alteration or configuration change may initially be provided verbally from the JWCC KO or JWCC COR. However, to the extent such an alteration or configuration change is deemed a "change" under FAR clause 52.212-4(c), that change will be reflected in writing by the JWCC KO as soon as practicable.
7. Contractors who lose Control during performance are subject to termination for cause per FAR 52.212-4, or any other administrative or legal action available to the Government to address the Contractor's default.
8. This Self-Certification of Control shall be binding for the duration of the JWCC Contract and any Task Order (TO) Period of Performance (PoP) issued under the JWCC Contract. In accordance with the JWCC Contract, after the JWCC PoP expires (inclusive of all exercised options), the JWCC Contract terms and conditions remain in effect until the final TO PoP is completed.
9. Self-Certification of Control shall not be terminated without at least 120 days' notice to the JWCC Program office and the JWCC KO. The Contractor shall make a good faith effort to modify all existing third-party Control Agreement(s) no later than 180 days after the JWCC Contract award, to include a provision that the Control Agreement may not be terminated without at least 120 days' notice to the JWCC Program office and JWCC KO.
10. Notwithstanding the aforementioned requirements, if at any time the Contractor loses control over, or access to, the JWCC infrastructure the contractor shall notify the JWCC Program Office and JWCC KO immediately (within 3 hours) and provide the measures to be taken and the expected timeframe within which access will be regained.

The Contractor agrees to all the terms of this Addendum and will abide by its provisions.

Signature of Authorized Representative Date

Name of Authorized Representative

Name of Contractor

(End of Addendum)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
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	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.212-4 Alt I	Contract Terms and Conditions--Commercial Products and Commercial Services (NOV 2021) Alternate I	NOV 2021
52.216-18	Ordering	AUG 2020
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.219-9	Small Business Subcontracting Plan	SEP 2021
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAY 2020
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020

52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor-Hour Contracts	NOV 2021
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.243-7	Notification Of Changes	JAN 2017
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	SEP 2021
52.245-1 Alt I	Government Property (SEP 2021) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013

252.225-7975 (Dev)	Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0022)	AUG 2020
252.225-7976 (Dev)	Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)	AUG 2018
252.225-7980 (Dev)	Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-O0008)	JUN 2016
252.225-7987 (Dev)	Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004)	FEB 2021
252.225-7993 (Dev)	Prohibition on Providing Funds to the Enemy (Deviation 2020-O0022)	AUG 2020
252.225-7995 (Dev)	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004)	SEP 2017
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
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 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.228-7003	Capture and Detention	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7010	Cloud Computing Services	OCT 2016
252.239-7018	Supply Chain Risk	FEB 2019
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (MAY 2022) ALTERNATE I (FEB 2000)

(a) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial products and commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(1) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(2) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(3) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(4) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(5) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(6) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

- (7) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
- (8) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C.4212).
- (9) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C.793).
- (10) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C.4212)
- (11) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (12) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (13)
- (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (14) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (15) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (16) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (17) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (18) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (19)
- (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (20) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (21) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (22) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(b) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor **prior to expiration of the contract;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 **66 months.**

(End of clause)

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):

**<https://www.acquisition.gov/browsefar>
www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html**

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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** (48 CFR **2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-00009) (OCT 2021)

(a) Definition. As used in this clause –

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (JAN 2021)

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

Government property is defined in the clause at FAR 52.245-1, Government Property.

Loss of Government property means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to--

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Unit acquisition cost means--

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

- (1) The Contractor shall use the property loss function in the Government-Furnished Property (GFP) module of the Procurement Integrated Enterprise Environment (PIEE) for reporting loss of Government property. Reporting value shall be at unit acquisition cost. Current PIEE users can access the GFP module by logging into their account. New users may register for access and obtain training on the PIEE home page at <https://piee.eb.mil/piece-landing>.
- (2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.
- (3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to--
 - (i) Theft;
 - (ii) Inadequate storage;
 - (iii) Lack of physical security; or
 - (iv) "Acts of God."
- (4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

LIST OF ATTACHMENTS. The following Attachments will be incorporated into the JWCC Contracts.



J-15: Self-Certification of Control

Deliverables requested in this contract are subject to the CDRLs detailed in Exhibit A, below, and are appended as Attachment J-9 of the of the contract.

Exhibit A	
CDRL Number	Title
A001	Contract Monthly Progress Report (CMPR)
A002	Contractor Cloud Portal Process
A003	Contract Security Management Plan
A004	System Administrator Training Materials
A005	Role-Based User Training Materials
A006	Portability Plan
A007	Contract Ordering Guide Annex
A008	Quality Control Plan
A009	Security Authorization Package
A010	Small Business Reporting

A011	RESERVED
A012	Task Order Monthly Progress Report
A013	Meeting Materials
A014	System Organization Control (SOC) Audit Report
A015	GFP Reporting
A016	JWCC Marketplace Security Practices
A017	Tactical Edge Device Specifications
A018	Lifecycle Management Plan
A019	Roadmap/Integrated Master Timeline
A020	Quarterly Progress Report for Decentralized Ordering
A021	Contractor Project Management Plan
A022	JWCC Catalog with Change Report
A023	Commercial Catalog with Change Report
A024	JWCC Exceptions