

|  |  |   |  |  |              |  |                |
|--|--|---|--|--|--------------|--|----------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>  |  |   |  | 1. REQUISITION NUMBER<br>HC108509766   |              | PAGE 1 OF 7  |                |
| 2. CONTRACT NO.<br>HQ003420D0001   |  | 3. AWARD/EFFECTIVE DATE<br>25-Oct-2019  |  | 4. ORDER NUMBER<br>HQ003420F0009   |              | 5. SOLICITATION NUMBER   |                |
| 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME   |  |  |              | b. TELEPHONE NUMBER (No Collect Calls)   |                |
| 9. ISSUED BY<br>WHS - ACQUISITION DIRECTORATE<br>4800 MARK CENTER DRIVE, SUITE 09F09<br>ALEXANDRIA VA 22350-0002<br><br>TEL:<br>FAX:   |  | CODE<br>HQ0034  |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)<br><br>NAICS:<br>518210<br><br>SIZE STANDARD:<br>\$32,500,000 |              |  |                |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |  | 12. DISCOUNT TERMS<br>Net 30 Days   |  | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |              | 13b. RATING  |                |
| 15. DELIVER TO<br>DOD CLOUD COMPUTING PROGRAM OFFICE<br>(b)(6)<br>6000 DEFENSE PENTAGON SUITE 5E564<br>WASHINGTON DC 20301-6000  |  | CODE<br>DKAHAA  |  | 16. ADMINISTERED BY<br><br><b>SEE ITEM 9</b>   |              |  |                |
| 17a. CONTRACTOR/OFFEROR<br>MICROSOFT CORPORATION<br>MICROSOFT<br>(b)(6)<br>1 MICROSOFT WAY<br>REDMOND WA 98052-8300<br>TELEPHONE NO. 301-771-8324  |  | CODE<br>60128   |  | FACILITY CODE  |              | 18a. PAYMENT WILL BE MADE BY<br>DFAS COLUMBUS<br>PO BOX 182317<br>COLUMBUS OH 43218-2317 |                |
| <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       |
|  |  | SEE SCHEDULE  |  |  |              |  | 23. UNIT PRICE |
|  |  |   |  |  |              |  | 24. AMOUNT     |
| 25. ACCOUNTING AND APPROPRIATION DATA<br><br>See Schedule  |  |   |  |  |              | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br><br>\$1,000,000.00                        |                |
| <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.<br><br>REF: HQ003420D0001 |  |   |  | <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)<br><br>(b)(6)   |              |  |                |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)   |  | 30c. DATE SIGNED  |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br>ANGELA STOCKSTILL / CONTRACTING OFFICER<br>TEL: (b)(6)<br>EMAIL: (b)(6)  |              | 31c. DATE SIGNED<br>25-Oct-2019  |                |

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

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

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

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

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

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

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001    | Unclassified IaaS and PaaS<br>FFP<br>Minimum Guarantee for HQ003420D0001 per PWS<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HC108509766<br>R415 | 1        | Each | (b)(4)     | (b)(4) |
|         |  |          |      | NET AMT    | (b)(4) |
|         | ACRN AA<br>CIN: HC1085097660001  |          |      |            | (b)(4) |

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**Joint Enterprise Defense Infrastructure (JEDI) Cloud****PERFORMANCE WORK STATEMENT (PWS)****Obligating the Indefinite Delivery/Indefinite Quantity (ID/IQ )****Contract Minimum***Updated on 25 October 2019***1. PURPOSE**

The purpose of this Task Order (TO) PWS is to obligate (b)(4) against the JEDI Cloud contract to satisfy the ID/IQ contract minimum guarantee in Section B2 of the ID/IQ contract. The Contractor will not deliver services or submit invoices under this TO. When future TOs are placed for services, the Government will administratively transfer the funds obligated under this TO to those task orders. Prior to the expiration of the base ordering period of the ID/IQ contract, the Government will ensure that the Contractor can invoice for all funds that are satisfying the contract minimum guarantee.

**2. BACKGROUND**

An ID/IQ contract must include a minimum purchase requirement. FAR § 16.504(a)(2). An ID/IQ contract without a minimum is considered illusory and unenforceable. *See e.g., Torncello v. U.S.*, 681 F.2d 756 (1982). When a contract is executed, the Anti-Deficiency Act requires the Government to obligate funds in the amount of the obligation being incurred. *See* 31 U.S.C. § 1501. For an ID/IQ contract, the amount of the obligation being incurred is the contract minimum. The minimum must be obligated at contract execution. *See Matter of Bureau of Customs and Border Protection—Automated Commercial Environment Contract*, B-302358, Dec. 27, 2004.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | DODAAC /<br>CAGE |
|------|-----------------------------------|----------|--|------------------|
| 0001 | POP 25-OCT-2019 TO<br>24-OCT-2020 | N/A      | DOD CLOUD COMPUTING PROGRAM<br>OFFICE<br>(b)(6)<br>6000 DEFENSE PENTAGON SUITE 5E564<br>WASHINGTON DC 20301-6000<br>703-614-5157<br>FOB: Destination | DKAHAA           |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: ^^097^2020^2020^^0100^000^^251^D^4GT9^^^4300^00008522^012155^DISA^JD - SERVICES  
DI^20\_KM\_0305013K\_^0100\_KMAC0^251.30 Engineer^^  
AMOUNT (b)(4)

| ACRN | CLIN/SLIN | CIN             | AMOUNT |
|------|-----------|-----------------|--------|
| AA   | 0001      | HC1085097660001 | (b)(4) |

|                                       |  |  |  |                              |
|---------------------------------------|--|--|--|------------------------------|
| 2. CONTRACT NO.<br>HQ003420D0001      | 3. AWARD/EFFECTIVE DATE<br>25-Oct-2019 | 4. ORDER NUMBER<br>HQ003420F0010P00002 | 5. SOLICITATION NUMBER                 | 6. SOLICITATION ISSUE DATE   |
| 7. FOR SOLICITATION INFORMATION CALL: |  | a. NAME                                | b. TELEPHONE NUMBER (No Collect Calls) | 8. OFFER DUE DATE/LOCAL TIME |

|  |                |  |
|--|----------------|--|
| 9. ISSUED BY<br>WHS - ACQUISITION DIRECTORATE<br>4800 MARK CENTER DRIVE, SUITE 09F09<br>ALEXANDRIA VA 22350-0002<br><br>TEL:<br>FAX: | CODE<br>HQ0034 | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)<br><br>NAICS:<br>518210<br><br>SIZE STANDARD:<br>\$32,500,000 |
|--|----------------|--|

|  |                                   |  |             |
|--|-----------------------------------|--|-------------|
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS<br>Net 30 Days | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)                                 | 13b. RATING |
|  |                                   | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |             |

|   |                |  |      |
|---|----------------|--|------|
| 15. DELIVER TO<br>DOD CLOUD COMPUTING PROGRAM OFFICE<br>(b)(6)<br>6000 DEFENSE PENTAGON SUITE 5E564<br>WASHINGTON DC 20301-6000 | CODE<br>DKAHAA | 16. ADMINISTERED BY<br><br><b>SEE ITEM 9</b> | CODE |
|---|----------------|--|------|

|   |               |               |   |                |
|---|---------------|---------------|---|----------------|
| 17a. CONTRACTOR/OFFEROR<br>MICROSOFT CORPORATION<br>MICROSOFT<br>(b)(6)<br>1 MICROSOFT WAY<br>REDMOND WA 98052-8300<br>TELEPHONE NO. 301-771-8324 | CODE<br>60128 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY<br>WHS FINANCIAL MANAGEMENT DIRECTORATE<br>1155 DEFENSE PENTAGON<br>WASHINGTON DC 20301-1155 | CODE<br>HQ0768 |
|---|---------------|---------------|---|----------------|

|  |   |
|--|---|
| <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 |
|---------------------|------------------------------------|--------------|----------|----------------|------------|
| <b>SEE SCHEDULE</b> |                                    |              |          |                |            |

|                                       |  |
|---------------------------------------|--|
| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br><br><b>\$0.00</b> |
|---------------------------------------|--|

|  |  |
|--|--|
| <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.<br><br>REF: HQ003420D0001 | <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)<br><br>(b)(6) |
|--------------------------------------|--|

|  |                  |   |                                 |
|--|------------------|---|---------------------------------|
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br>ANGELA STOCKSTILL / CONTRACTING OFFICER<br>TEL: (b)(6)<br>EMAIL: (b)(6) | 31c. DATE SIGNED<br>25-Oct-2019 |
|--|------------------|---|---------------------------------|



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

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

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

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

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

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

Section SF 30 - BLOCK 14 CONTINUATION PAGE

MOD DESCRIPTION CONTINUATION

The following changes have been reflected in the PWS in red text:

- Section 1.2, second paragraph, last sentence, add the word “the.”
- Section 3.1.1, make the following changes:
  - First sentence, add the word “this” and remove “001.”
  - Section a., change “Offeror’s” to “Contractor’s” and spell out the abbreviation for CCO as “Commercial Cloud Offering.”
- Section 3.1.2, make the following changes:
  - First sentence, remove “within 15 days” and add “at a date to be determined in coordination with the JEDI Cloud COR,” then end the sentence after “award.”
  - Begin a new second sentence with “The post-award kickoff shall be held” and continue with the remaining portion of the original first sentence.
- Add new Section 3.1.6 System and Organization Control (SCO) Audit Reporting, as follows: “See CDRL A017 in section 4 below for annual requirement for reporting in compliance with DoD full annual financial statement audits. CCPO is require to submit this report to DoD (FIAR Directorate) no later than August 15 of each year.”
- Section 3.3, add the word “this” in front of “TO” and delete “001.”
- Section 3.5, add the word “calendar” to the last sentence.
- Section 3.6, update the second sentence to state, “The Contractor shall submit a Quality Control Plan (QCP) (CDRL A010) that aligns to the proposed JEDI Cloud ID/IQ Quality Assurance Surveillance Plan (QASP).” Delete “attached to the contract” from the last sentence in this section.
- Section 4, Deliverables Chart:
  - Change the word “Offeror” to “Contractor” throughout this section.
  - CDRL A002 – Correct language to state: “As required; Government has 15 calendar days to review and submit comments, then the Offeror will revise and resubmit for approval five calendar days after receiving comments. Subsequent submissions required until the Plan is approved.”
  - CDRL A003 – Add the word “calendar” to clarify type of days.
  - CDRL A004 – Add the word “calendar” to clarify type of days and change “semi-annually” to “every 6 months.”
  - CDRL A008 – Add the word “calendar” to clarify type of days.
  - CDRL A009 – Add the word “calendar” to clarify type of days.
  - CDRL A010 – Add the word “calendar” to clarify type of days.
  - CDRL A011 – Add the word “a.”
  - CDRL A015 – Change Frequency from “As required” to “Monthly.”
  - CDRL A017 – Create this new requirement titled “System and Organization Control (SCO) Audit Report.” Make the Frequency/Date of First Submission as “First submission 07-15-20, then Annually thereafter.” Make the Medium “Electronic copy in format per the CDRL’s referenced Memorandum.” Make the submission due to “CCPO.”
  - Paragraph below the table is updated to the response type for the Government to “15 calendar” days and the Contractor response type to “5 calendar” days.
- Section 5.2 – Add abbreviation for Government Furnished Property as “GFP.”

The following changes have been reflected in the PWS in red text and yellow highlighting:

- Section 4, Deliverables Chart:

- Make the Frequency/Date of First Submission for CDRL A001 as “The first CMPR will be due 30 days after the conclusion of the kickoff meeting; Monthly thereafter.”
- Make a correction within the Frequency/Date of First Submission for CDRL A003 of “after the conclusion of the kickoff meeting”
- Make a correction within the Frequency/Date of First Submission for CDRL A004 of “after the conclusion of the kickoff meeting”

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001    | CCPO PM Support - Base Period(CLIN 0007)<br>FFP  | 12       | Each | (b)(4)     | (b)(4) |
|         | CCPO Program Management (PM) CLIN will be performed per Section C2.<br>Only the CCPO has authority to order under this CLIN. For the purpose of this CLIN, the unit of issue (EACH) equates to a month of services.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: AS1025191352<br>R408 |          |      |            |        |

NET AMT

(b)(4)

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 1001<br>OPTION | CCPO PM Support - Option One (CLIN 0007)<br>FFP   | 12       | Each | (b)(4)     | (b)(4) |
|                | CCPO Program Management (PM) CLIN will be performed per Section C2.<br>Only the CCPO has authority to order under this CLIN. For the purpose of this CLIN, the unit of issue (EACH) equates to a month of services.<br>FOB: Destination<br>R408 |          |      |            |        |

NET AMT

(b)(4)

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**Joint Enterprise Defense Infrastructure (JEDI) Cloud  
PERFORMANCE WORK STATEMENT (PWS)**

**Cloud Computing Program Office (CCPO)  
Program Management Support**

*Updated November 21, 2019*

**1. INTRODUCTION**

**1.1 DESCRIPTION OF SERVICES**

The resultant Task Order (TO) is being executed under the Joint Enterprise Defense Infrastructure (JEDI) Cloud Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. This TO is for the Contractor to provide the personnel, processes, and tools necessary to effectively manage JEDI Cloud within schedule, quality, and performance requirements. The Contractor shall establish and maintain a formal program management organization, which shall coordinate and interface with the Cloud Computing Program Office (CCPO). Interfacing with other offices within the Department of Defense (DoD) is expected; however, all interactions shall be coordinated through the CCPO.

The purpose of this PWS is to describe the performance-based services the JEDI Cloud Contractor is required to deliver under performance of this TO.

**1.2 BACKGROUND**

The CCPO is responsible for oversight and execution of rapid adoption of cloud services across DoD. CCPO's ultimate goal is to drive evolutionary change for the acquisition and management of Information Technology (IT) services in support of business and mission operations across the DoD by providing access to modern, enterprise-level cloud services. The CCPO will leverage public and commercial best-practices to champion the effort, minimizing barriers to accessing cloud while maintaining the highest integrity and ethical standards to preserve public confidence in the stewardship of Government resources.

CCPO is charged with managing the JEDI Cloud contract. Under this TO, the Contractor will deliver a program management capability that is complementary to CCPO. Highly coordinated program management capabilities between the Contractor and CCPO are critical to the successful execution of the JEDI Cloud contract and to optimize the contract's capabilities in support of the DoD mission.

## **2. GENERAL REQUIREMENTS**

### **2.1 PLACE AND PERIOD OF PERFORMANCE**

Work under this TO shall be primarily performed at the Contractor's facilities for all tasks in Section 3 below; however, certain tasks as identified may require meetings in the National Capital Region (NCR), as defined by 10 USC § 2674(f)(2). The period of performance shall be for one 12-month base year and one 12-month option year, for a total of 24 months.

### **2.2 BUSINESS RELATIONS**

The Contractor shall successfully integrate and coordinate all activities required to execute the requirements specified herein. The Contractor shall manage the timeliness, completeness, and quality of the contract deliverables. The services required under this TO are not inherently governmental. If the Contractor believes any actions constitute, or are perceived to constitute, personal services, it shall be the Contractor's responsibility to notify the JEDI Cloud Contracting Officer and Contracting Officer Representative (COR) immediately.

### **2.3 CONTRACT MANAGEMENT**

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to this requirement. The Contractor must maintain continuity between the operations at the CCPO and the Contractor's corporate offices. The Contractor shall establish processes and assign appropriate resources to effectively administer this contract. The Contractor shall respond to Government requests for contractual actions in a timely fashion. As required in Section C2 of the ID/IQ Contract, the Contractor shall have a single point of contact between the Government and Contractor personnel assigned to support this TO.

### **2.4 CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES**

An integral part of successful performance under this TO is the production of quality performance requirements described in Section 3, and the responsiveness of Contractor personnel in the day-to-day output of work tasks. While the end product or deliverable is vital to the Contractor's successful performance, day-to-day oversight also includes client interaction and responsiveness. Accordingly, the Contractor is required to proactively maintain assigned tasks and be responsive to all entities with professional business dealings related to the assigned tasks.

The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

## **3. PERFORMANCE REQUIREMENTS (TASKS)**

3.1 General. The Contractor shall perform all tasks described in Section C2 of the contract and all program management tasks in the ID/IQ contract PWS.

3.1.1 The Contractor shall provide a monthly Contract Progress Report (CDRL A001) for overall performance under the contract and a Task Order Progress Report (CDRL A015) for performance under **this** TO. The Contract Progress Report shall include, but not be limited to:

- a. Percentage of JEDI Cloud's unclassified usage compared to the **Contractor's** total utilization for the following metrics: 1) Network - Volume of commercial client traffic, in bytes, for public internet ingress and egress [at the logical cloud boundary outside of availability zones, *i.e.*, in and out of the **Commercial Cloud Offering** (CCO)-controlled infrastructure] per month and aggregated for the duration of this task order; 2) Compute - Number of physical (not virtualized) compute (CPU and/or GPU) cores in use by application servers, which are defined as those physical servers that host the virtualized infrastructure and platform services used by end users (for example, a network router would not satisfy this definition of application server); and 3) Storage - Data, in bytes, for each of online, nearline, and offline averaged across the month.
- b. Any reporting required to comply with the Monitoring Method applicable to the Performance Metrics Table in the ID/IQ contract PWS.
- c. Reporting on GFP and GFI.
- d. Reporting required by the Quality Control Plan (CDRL A010).
- e. Summary usage metrics.
- f. Areas of concern.

3.1.2 Kickoff. The Contractor shall arrange and execute a post-award kickoff **at a date to be determined in coordination with the JEDI Cloud COR** after contract award. **The post-award kickoff shall be held** in the NCR using formal materials (CDRL A016). The location secured by the Contractor shall be within walking distance of a WMATA Metrorail station. This event may last up to three days and may need to accommodate up to 100 people with a variety of informational breakout sessions and working groups.

3.1.3 In-Process Reviews (IPRs). The Contractor shall arrange and execute, using formal materials (CDRL A016), quarterly IPRs. IPRs are attended in person in the NCR with the CCPO, unless otherwise waived by the CCPO Program Manager. Requirements of the IPR include, but are not limited, overall status update; identification of any upcoming changes in offerings and capabilities; specific recommendations on how to better optimize JEDI Cloud based on collected data with projections on how implementation of those recommendations would improve performance for that specific area; identification of areas where communication between the Contractor and CCPO could be improved with recommendations on how to improve it; status of and any issues around interfacing with the DoD's provisioning tool; identification of areas of concern with recommendations on how to mitigate risk; trends (overall service quality, utilization, efficiency, and cost); advising on the utilization of JEDI Cloud and how it aligns to the commercial trends and practices; and goal management to include recommendations and status of goals as identified by the Government (if applicable); discussion of any reports submitted to the CCPO required by the JEDI Cyber Security Plan during the last quarter, and any agenda items provided to the Contractor within 10 days before the scheduled IPR. The Contractor is responsible for providing an agenda, presentation materials, and meeting minutes (CDRL A016) at the Quarterly In-Process Reviews (IPRs).

3.1.4 Ad Hoc Reporting/White Papers. The Contractor shall work with the CCPO to satisfy ad hoc reporting needs. Delivering white papers (CDRL A012) to help inform CCPO decision-making around effective implementation of JEDI Cloud. This reporting is in addition to other reporting requirements mentioned herein.

3.1.5 Communication. The Contractor shall communicate with CCPO counterparts regularly, including but not limited to Program Manager, security, technical, user engagement, strategic communications, provisioning support, and contracts, and proactively raise issues that may affect contract performance.

3.1.6 System and Organization Control (SOC) Audit Reporting. See CDRL A017 in section 4 below for annual requirements for reporting in compliance with DoD full annual financial statement audits. CCPO is required to submit this report to DoD (FIAR Directorate) no later than August 15 of each year.

3.2 Security. The Contractor shall perform all tasks and submit all security deliverables (CDRLs A003 and A011) necessary to provide unclassified and classified infrastructure and offerings in accordance with all security requirements and timeframes required in the contract. Achieving high quality security is an ongoing requirement that will require the Contractor's constant monitoring and oversight and proactive risk mitigation.

3.3 Small Business. Small business reporting for all TOs placed under the ID/IQ contract in accordance with all applicable FAR requirements and Attachment J-10 Small Business Participation Commitment Document (SBPCD) shall be submitted under this TO using CDRL A013. Small business participation reporting to the CCPO is required for all CLINs annually; however, small business participation goals are limited to those CLINs invoked in Attachment J-10, and is required annually.

3.4 Property Management. The Contractor shall provide management and reporting of Government Furnished Property for all TOs placed under the ID/IQ. The Contractor shall ensure its property management system is in compliance with FAR 52.245-1. In the event there are any changes to the pre-approved documentation provided at time of proposal submission, the Contractor shall provide updated documentation under CDRL A014, Technical Report. The Contractor shall also properly handle all Government Furnished Information for all TOs placed under the ID/IQ.

3.5 Ordering Guide. The Contractor shall deliver and maintain the Ordering Guide (CDRL A008) to provide users with information and procedures to effectively place TOs against the JEDI Cloud ID/IQ contract. The Ordering Guide will contain components developed by the Government, such as the process within the DoD provisioning tool, which is expected to constitute around 60% of the overall Ordering Guide. The Contractor will develop the content for the remainder of the Ordering Guide, which will start with when a JEDI Cloud user receives authorization to provision cloud offerings. The Contractor is responsible for reviewing the entire Ordering Guide, including the Government-developed sections, to validate that the Guide conveys a cohesive and easy-to-follow process for users. The Contractor shall address as part of the Guide any specific information that users need to understand to successfully order tactical edge, cloud support package, and online marketplace (including BYOL) offerings. The final



Ordering Guide shall be delivered 15 **calendar** days after the Government provides the inputs for the Government-developed sections to the Contractor.

3.6 Quality Control. The Contractor shall establish quality control methodologies to ensure that all services for all TOs are provided in accordance with the schedule, quality, and performance requirements in the contract. The Contractor shall submit a Quality Control Plan (QCP) (CDRL A010) that aligns to the **proposed JEDI Cloud ID/IQ** Quality Assurance Surveillance Plan (QASP). The Government will consider the proposed QCP of the successful awardee as a basis for developing the final Government QASP.

3.7 Delivering all CDRLs to the CCPO, and to the TO ordering activities as appropriate, as identified below in Section 4 IAW schedule, quality, and performance requirements.

**4. DELIVERABLES**

| CDRL | Deliverable                             | Frequency / Date of First Submission   | Medium/Format/ # of Copies                       | Submit To |
|------|---|--|--|-----------|
| A001 | Contract Monthly Progress Report (CMPR) | The first CMPR will be due 30 days after the conclusion of the kickoff meeting; Monthly thereafter   | Electronic copy in Contractor's preferred format | CCPO      |
| A002 | Transition Out Plan                     | As required; Government has 15 calendar days to review and submit comments, then the Contractor will revise and resubmit for approval five calendar days after receiving comments. Subsequent submissions required until the Plan is approved. | Electronic copy in Contractor's preferred format | CCPO      |
| A003 | Contract Security Management Plan       | Within 30 calendar days after the conclusion of the kickoff meeting and then annually thereafter; updated annually or as required to reflect necessary changes.  | Electronic copy in Contractor's preferred format | CCPO      |

|      |                                    |   |  |      |
|------|------------------------------------|---|--|------|
| A004 | Technology Refresh Plan            | Within 30 <b>calendar</b> days <b>after the conclusion of the kickoff meeting</b> and then <b>every 6 months</b> thereafter               | Electronic copy in <b>Contractor's</b> preferred format using Microsoft Office | CCPO |
| A008 | Contract Ordering Guide            | Within 15 <b>calendar</b> days after Government developed sections provided; updated annually or as required to reflect necessary changes | Electronic copy in <b>Contractor's</b> preferred format using Microsoft Office | CCPO |
| A009 | Change Management Roadmap          | Within 90 <b>calendar</b> days after contract award and then annually thereafter  | Electronic copy in <b>Contractor's</b> preferred format using Microsoft Office | CCPO |
| A010 | Quality Control Plan               | Within 30 <b>calendar</b> days of contract award, then annually thereafter  | Electronic copy in <b>Contractor's</b> preferred format using Microsoft Office | CCPO |
| A011 | Security Authorization Package     | Various depending classification level  | Electronic copy in <b>a</b> format acceptable to the FedRAMP process           | CCPO |
| A012 | Technical Report                   | As required   | Electronic copy in <b>Contractor's</b> preferred format                        | CCPO |
| A013 | Small Business Reporting           | Annually after date of contract award   | Electronic copy in <b>Contractor's</b> preferred format                        | CCPO |
| A015 | Task Order Monthly Progress Report | <b>Monthly</b>  | Electronic copy in <b>Contractor's</b> preferred format                        | CCPO |
| A016 | Meeting Materials                  | Quarterly   | Electronic copy in <b>Contractor's</b> preferred format                        | CCPO |

|      |  |  |  |      |
|------|--|--|--|------|
| A017 | System and Organization Control (SOC) Audit Report | First submission 7-15-20, then Annually thereafter | Electronic copy in format per the CDRL's referenced Memorandum | CCPO |
|------|--|--|--|------|

Unless otherwise specified, the Government shall have **15 calendar** days to review and provide comments to all deliverables. Any deliverables that are not commented upon within that time frame are deemed approved. **Contractor** shall have **5 calendar** days to revise and resubmit any deliverables that the Government provides comments upon.

## 5. TASK ORDER ADMINISTRATION

### 5.1 CONTRACTING OFFICER'S REPRESENTATIVE

It is emphasized only the JEDI Cloud Contracting Officer has the authority to modify the terms of this TO; therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the TO or the base ID/IQ contract between the Contractor and any other person be effective or binding on the Government. When/if, in the opinion of the Contractor, an effort outside the existing scope of the TO is requested, the Contractor shall promptly notify the JEDI Cloud Contracting Officer in writing. No action shall be taken by the Contractor unless the JEDI Cloud Contracting Officer has issued a modification.

### 5.2 GOVERNMENT FURNISHED PROPERTY

No Government Furnished Property (**GFP**) is required for this TO. However, reporting of the GFP for all TOs placed under the ID/IQ is required under this TO.

### 5.3 SECURITY

All tasks must be conducted in full compliance with all security requirements of this contract, including the DD Form 254 attached to this TO, as **Attachment A**.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | DODAAC / CAGE |
|------|-----------------------------------|----------|--|---------------|
| 0001 | POP 25-OCT-2019 TO<br>24-OCT-2020 | N/A      | DOD CLOUD COMPUTING PROGRAM<br>OFFICE<br>(b)(6)<br>6000 DEFENSE PENTAGON SUITE 5E564<br>WASHINGTON DC 20301-6000<br>703-614-5157<br>FOB: Destination | DKAHAA        |
| 1001 | POP 25-OCT-2020 TO<br>24-OCT-2021 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | DKAHAA        |

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 31 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 24 months.

(End of clause)

|   |  |  |  |   |  |  |  |
|---|--|--|--|---|--|--|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>   |  |  |  | 1. REQUISITION NUMBER<br>SEE SCHEDULE   |  | PAGE 1 OF 11   |  |
| 2. CONTRACT NO.<br>HQ003420D0001  |  | 3. AWARD/EFFECTIVE DATE<br>06-Jan-2020   |  | 4. ORDER NUMBER<br>HQ003420F0056P00006  |  | 5. SOLICITATION NUMBER   |  |
| 6. SOLICITATION ISSUE DATE  |  | 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME   |  | b. TELEPHONE NUMBER (No Collect Calls)   |  |
| 8. OFFER DUE DATE/LOCAL TIME  |  | 9. ISSUED BY<br>WHS - ACQUISITION DIRECTORATE<br>4800 MARK CENTER DRIVE, SUITE 09F09<br>ALEXANDRIA VA 22350-0002<br><br>TEL:<br>FAX: |  | CODE<br>HQ0034  |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)<br><br>NAICS:<br>518210<br><br>SIZE STANDARD:<br>\$32,500,000 |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS<br>Net 30 Days  |  | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  |  | 13b. RATING  |  |
| 15. DELIVER TO<br><br><b>SEE SCHEDULE</b>   |  | CODE   |  | 16. ADMINISTERED BY<br><br><b>SEE ITEM 9</b>  |  | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP   |  |
| 17a. CONTRACTOR/OFFEROR<br>MICROSOFT CORPORATION<br>MICROSOFT<br>(b)(6)<br>1 MICROSOFT WAY<br>REDMOND WA 98052-8300<br>TELEPHONE NO. 301-771-8324   |  | CODE<br>60128  |  | FACILITY CODE   |  | 18a. PAYMENT WILL BE MADE BY<br>DFAS COLUMBUS<br>PO BOX 182317<br>COLUMBUS OH 43218-2317   |  |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>   |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM              |  | CODE<br>HQ0831  |  |  |  |
| 19. ITEM NO.  |  | 20. SCHEDULE OF SUPPLIES/ SERVICES   |  | 21. QUANTITY  |  | 22. UNIT   |  |
|   |  | <b>SEE SCHEDULE</b>  |  |   |  | 23. UNIT PRICE   |  |
|   |  |  |  |   |  | 24. AMOUNT   |  |
|   |  |  |  |   |  |  |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br><br><b>See Schedule</b>  |  |  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br><br><b>\$154,646.93</b>  |  |  |  |
| <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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |  |  |  | <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. JEDI Cloud 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)<br><br>(b)(6)  |  |  |  |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)  |  | 30c. DATE SIGNED   |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br>ANGELA STOCKSTILL / CONTRACTING OFFICER<br>TEL: (b)(6)<br>EMAIL: (b)(6)   |  | 31c. DATE SIGNED<br>06-Jan-2020  |  |



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

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

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

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

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

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

Section B - Supplies or Services and Prices

| ITEM NO                          | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------------|--|----------|------|------------|--------|
| 0001                             | Unclassified IaaS and PaaS (CLIN 0001)<br>FFP<br>Unclassified Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) offerings. Priced by Catalog.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HC1085012410<br>R415 |          | Each | (b)(4)     | (b)(4) |
| NET AMT                          |  |          |      |            | (b)(4) |
| ACRN AA<br>CIN: HC10850124100001 |  |          |      |            | (b)(4) |

| ITEM NO                          | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------------|--|----------|------|------------|--------|
| 0002                             | Unclassified Cloud Support Package (0003)<br>FFP<br>Unclassified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN. Priced by Catalog.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HC1085012410<br>R415 |          | Each | (b)(4)     | (b)(4) |
| NET AMT                          |  |          |      |            | (b)(4) |
| ACRN AA<br>CIN: HC10850124100002 |  |          |      |            | (b)(4) |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0003    | Unclassified IaaS and PaaS (CLIN 0001)<br>FFP<br>Unclassified Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) offerings. Priced by Catalog.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HC1085012410-0001<br>R415 | 1        | Each | (b)(4)     | (b)(4) |

---

NET AMT (b)(4)

ACRN AB (b)(4)  
 CIN: HC10850124100003 (b)(4)

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0004    | Unclassified Cloud Support Package (0003)<br>FFP<br>Unclassified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN. Priced by Catalog.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HC1085012410-0001<br>R415 | 1        | Each | (b)(4)     | (b)(4) |

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NET AMT (b)(4)

ACRN AB (b)(4)  
 CIN: HC10850124100004 (b)(4)

Section C - Descriptions and Specifications

DESCRIPTION OF WORK - MOD 1

**Cloud Computing Program Office (CCPO) Tactical Edge (TE) Device Testing and Accreditation:**

The CCPO is responsible for implementing and managing the Joint Enterprise Defense Infrastructure (JEDI) Cloud within the Department of Defense and preparing the JEDI Cloud for customer use. JEDI Cloud services include unclassified and classified Infrastructure as a Service (IaaS) and Platform as a Service (PaaS). Contained within IaaS and PaaS offerings are JEDI Cloud Tactical Edge (TE) devices, which can be physically deployed to the edges of the battlefield to provide connected and disconnected compute and store at those forward locations. The TE devices synchronize with the enterprise JEDI Cloud when connected and support continued local operations when disconnected or having limited connectivity with the enterprise JEDI Cloud. As part of its mission to implement and manage JEDI, CCPO is responsible for the development and hosting the Government provisioning tool to expedite cloud account creation.

The CCPO is responsible for managing the hosting of the government provisioning tool as well as the Risk Management Framework Assessment and Authorization (RMF A&A) to obtain an Authority to Operate (ATO) from the Authorizing Official (AO) for the government provisioning tool and all offered IaaS and PaaS services, to include the functionality and security of the TE devices. Therefore, the CCPO must receive a fully operational RMF A&A compliant configuration for the Government to perform the necessary RMF A&A analysis to achieve an ATO for each type of TE device for test and accreditation purposes before Department of Defense user organizations place orders for TE devices.

The scope of this task order will include the necessary and appropriate support service packages to enable the CCPO to perform all activities required to prepare the JEDI environment for customer use. This includes, but is not limited to development, testing, accreditation and hosting of the government provisioning tool, and test and authorize the TE devices. TE devices will be accessible in a fully configured state to allow for the analysis to achieve an ATO. These devices include, but are not limited to, the Tactical Cloud Appliance (TCA) and the Tactical Edge Appliance (TEA). The support services include, but are not limited to, the appropriate vendor-provided training and configuration services needed for the CCPO designated personnel to analyze and obtain an ATO for each TE device.

This Task Order invokes the PWS and the IDIQ base. The Delivery against the Task Order will be considered acceptable when catalog items are demonstrated as delivered or ready for receipt as represented in the IDIQ and have been granted an ATO by the AO.

CLIN 0001: Unclassified IaaS and PaaS

CLIN 0003: Unclassified Cloud Support Package to train and orient CCPO personnel on configuration and operation of the TE devices.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | DODAAC / CAGE |
|------|-----------------------------------|----------|--|---------------|
| 0001 | POP 06-JAN-2020 TO<br>05-JAN-2021 | N/A      | DOD CLOUD COMPUTING PROGRAM<br>OFFICE<br>(b)(6)<br>6000 DEFENSE PENTAGON SUITE 5E564<br>WASHINGTON DC 20301-6000<br>703-614-5157<br>FOB: Destination | HQ0825        |
| 0002 | POP 06-JAN-2020 TO<br>05-JAN-2021 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0825        |
| 0003 | POP 06-JAN-2020 TO<br>24-OCT-2021 | N/A      | DOD CLOUD COMPUTING PROGRAM<br>OFFICE<br>(b)(6)<br>2530 CRYSTAL DRIVE, SUITE 3E26<br>ARLINGTON VA 22202<br>703-614-5157<br>FOB: Destination          | HC1085        |
| 0004 | POP 06-JAN-2020 TO<br>24-OCT-2021 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HC1085        |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA:

^^097^2020^2020^^0100^000^DISB^^00000000^^4300^09700828^012155^^^^^^^^000^^X^0000^000^^R^00000000000^^0^00008  
522^012215^WHS^^HC1085012410^0001^^^

AMOUNT (b)(4)

AB: ^^097^2020^^2020^^0100^000^^257^D^4GT9^^4300^00008522^012155^DISA^JD - JT  
ENTERPRI^20\_KM\_0305013K\_^0100\_KMAA0^257.31 IT Contr^^

AMOUNT (b)(4)

| ACRN | CLIN/SLIN | CIN              | AMOUNT |
|------|-----------|------------------|--------|
| AA   | 0001      | HC10850124100001 | (b)(4) |
|      | 0002      | HC10850124100002 |        |
| AB   | 0003      | HC10850124100003 |        |
|      | 0004      | HC10850124100004 |        |

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

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.

Invoice 2in1

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

Invoice 2in1

(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       | HQ0831                            |
| Issue By DoDAAC           | HQ0034                            |
| Admin DoDAAC**            | _____                             |
| Inspect By DoDAAC         | HC1085                            |
| Ship To Code              | HC1085                            |
| Ship From Code            | _____                             |
| Mark For Code             | _____                             |
| Service Approver (DoDAAC) | HC1085                            |

|                           |        |
|---------------------------|--------|
| Service Acceptor (DoDAAC) | HC1085 |
| Accept at Other DoDAAC    | _____  |
| LPO DoDAAC                | _____  |
| DCAA Auditor DoDAAC       | _____  |
| Other DoDAAC(s)           | _____  |

(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.

George Ferguson george.s.ferguson.civ@mail.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)