



# DELIVERY ORDER (DO)

DO #21: 47QFCA22F0057  
IDIQ Contract: 47QFCA20D0004

Modification: 1

## IST PULSE PLATFORM

in support of:



Issued to:  
IST Research Corp.

Small Business Innovation and Research (SBIR) Phase III  
Conducted under Federal Acquisition Regulation (FAR) 16.505 and 6.302-5

Issued by:  
The Federal Systems Integration and Management Center (FEDSIM)  
1800 F Street, NW (QF0B)  
Washington, D.C. 20405

September 23, 2022

FEDSIM Project ID 47QFCA21Z1088

SECTION B – SUPPLIES OR SERVICES AND PRICES

**B.1 GENERAL**

The work shall be performed in accordance with all sections of this Delivery Order (DO) and the contractor’s Base Contract 47QFCA20D0004, under which the resulting Delivery Order (DO) #21 will be placed. This is a Small Business Innovation Research (SBIR) Phase III order against a SBIR Phase III Indefinite Delivery Indefinite Quantity (IDIQ) contract, under which all work performed shall extend from previously awarded SBIR Phase I or II contracts to IST Research Corporation (IST).

**B.2 ORDER TYPES**

The contractor shall perform the effort required by DO #21 on a FFP basis for CLINs 0003, 0006, and 0007. The contractor shall perform the effort required by DO #21 on a Cost-Reimbursement (CR) Not-to-Exceed (NTE) basis for CLINs 0008 and 0009.

**B.3 SERVICES AND PRICES/COSTS**

Long-distance travel is defined as travel over 50 miles from the contractor’s facility in Fredericksburg, Virginia. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
FFP	Firm-Fixed-Price
NTE	Not-to-Exceed
ODC	Other Direct Cost
QTY	Quantity

**B.3.1 BASE PERIOD DO #21 – MANDATORY FFP CLINs:**

CLIN	SLIN	DESCRIPTION	QTY	Unit	FFP Per Unit	Total
0003		<b>Add-On Pulse Gateway Device</b> <i>(Task 1, C.4.1)</i>	(b)	(4)		(b) (4)
0006		<b>Reports</b>				
	0006a	In depth report <i>(Task 2, C.4.2.1)</i>	(b)	(4)		
	0006b	Quick look report <i>(Task 3, C.4.2.2)</i>	(b)	(4)		
0007		<b>SUPPORT</b>				
	0007a	Full Service Technical Support (.5 FTE) <i>(Task 4, C.4.3.1)</i>	(b)	(4)		
	0007b	Full Service Technical Support (1 FTE) <i>(Task 5, C.4.3.2)</i>	(b)	(4)		
	0007c	Project Management				

SECTION B – SUPPLIES OR SERVICES AND PRICES

		<i>(Task 6, C.4.3.3)</i>				
	0007d	Remote Technical Support <i>(Task 7, C.4.3.4)</i>	(b) (4)			
	0007e	Pulse Training for Government users (four day course)				
	0007f	Customized Analytical Support				
<b>Total</b>						<b>(b) (4)</b>

**NTE COST REIMBURSEMENT ODCs CLIN:**

CLIN	Description	Total
0008	ODCs Including Indirect Handling Rate (b) (4)	\$99,226

**NTE COST REIMBURSEMENT TRAVEL CLIN:**

CLIN	Description	Total
0009	Long Distance Travel Including Indirect Handling Rate (b) (4)	\$16,121

**TOTAL BASE PERIOD CLINs:**

**\$1,479,854**

**B.3.2 INDIRECT/MATERIAL HANDLING RATE**

ODCs and Long-Distance Travel costs incurred may be burdened with the contractor’s indirect/material handling rate in accordance with the contractor’s disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor’s disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the DO shall not exceed the rate specified in the schedule of prices above.

Any contractor costs submitted under the Long-Distance Travel and ODCs CLIN’s—direct or indirect—beyond the indirect/material handling rates reflected in the schedule of prices above, will be unallowable. Subsequently, invoices for contractor costs—direct or indirect—on the Long-Distance Travel and ODCs CLINs, beyond the indirect/material handling rates reflected in the schedule of prices above, will be rejected as unallowable.

SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

**C.1 PURPOSE**

The purpose of DO #21 is to deploy the Pulse capability to the (b) (4) and train personnel to ensure successful integration into operations in support of assigned missions. Personnel shall be trained to self-sufficiency and will be able to reach back to IST for support as necessary.

The Phase III effort will encompass delivery of Pulse Gateway Devices, In-depth Reports, Quick Look Reports, Full-time operational and analytic support, and Remote Technical Support. The contractor will also deliver Pulse training to (b) (4) personnel on, or nearby (b) (4) (b) (4). DO #21 requires in-person and remote Continental U.S. (CONUS) and based operational and technical support by IST Research to (b) (4) and incidental program management and documentation. Operational support travel outside CONUS is also anticipated in support of (b) (4)

**C.1.1 AGENCY MISSION**



**C.2 SCOPE**

The following organization shall receive IST’s Pulse Platform and technical support services under DO #21:

(b) (4)

For training evolutions, the contractor shall provide instructors, training curriculum, and materials. (b) (4)

[Redacted text block]

**C.3 OBJECTIVE**

The objective of DO #21 is to deploy the Pulse capability to (b) (4) and train personnel to ensure successful integration of Pulse into operations in support of assigned missions.

**C.4 TASKS**

**C.4.1 Task 1: Add-On Pulse Gateway Device (CLIN 0003)**

(b) (4) (b) (4)

C.4.1.1 As requested, the contractor shall acquire additional Pulse Gateway Devices to enhance the Pulse systems. This is an add-on capability and cannot be purchased separately.

C.4.1.2 The contractor shall provide (**Section F, Deliverable 04**):

- (b) (4)

**C.4.2 Reports (CLIN 0006)**

**C.4.2.1 Task 2: In Depth Report (SLIN 0006a)**

**QTY 2** (b) (4)

C.4.2.1.1 The contractor shall provide a detailed database content analysis that combines full Pulse capability, intelligence analytics, data science, analysis, and report writing in support of Narrative Package Design.

C.4.2.1.2 The contractor shall provide (**Section F, Deliverable 05**):

- Report: Country Baseline and Reality Based Reporting (RBR) Setup

**C.4.2.2 Task 3: Quick Look Report (SLIN 0006b)**

**QTY 23** (b) (4)

C.4.2.2.1 As requested, the contractor shall conduct a two-week rapid analysis of the subject matter. These quick-look reports shall be designed, executed, and assessed to support narrative packages. The analysis shall be prepared in a written report.

C.4.2.2.2 The contractor shall provide (**Section F, Deliverable 06**):

- Five (b) (4)  
(b) (4)
- Narrative Package: Execution Support  
(b) (4)
- Narrative Package: Assessments  
(b) (4)
- A written report in MS Powerpoint, Word, or Adobe format

**C.4.3 IST Support (CLIN 0007)**

**C.4.3.1 Task 4: .5 FTE Support for 12 months (SLIN 0007a)**

**QTY 1** (b) (4)

C.4.3.1.1 Dedicated operational and analytic support services (.5 FTE for twelve months). The contractor shall integrate IST's SBIR III technology into the planning and

SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

execution of multi-domain operations, from the tactical to strategic levels. The contractor shall provide information operations (b) (4) as it pertains to technology integration in support of operational requirements. The contractor shall use the Pulse platform's Engage capability to (b) (4)

C.4.3.1.2 The contractor shall provide (Section F, Deliverable 07):

- Direct FTE Support: .5 FTE for 12 months

**C.4.3.2 Task 5: Full-Service Support for 12 months (SLIN 0007b)**

**QTY 1** (b) (4)

C.4.3.2.1 Dedicated operational and analytic support services (one FTE for twelve months).

C.4.3.2.2 The contractor shall provide (Section F, Deliverable 08):

- Direct FTE Support: One FTE for 12 months

**C.4.3.3 TASK 6: Project Management (SLIN 0007c)**

**QTY 1** (b) (4)

C.4.3.3.1 The contractor shall provide dedicated project management or senior Subject Matter Expert (SME) support to a project.

C.4.3.3.2 The contractor shall provide:

- Project management support (Section F, Deliverable 09):
  - Travel plans and logistics (included in monthly status report) as required
  - Technical support plan as required
  - Financial reports
  - Final and after-action reports

**C.4.3.4 Task 7: Remote Technical Support (SLIN 0007d)**

**QTY 23** (b) (4)

C.4.3.4.1 (b) (4)

C.4.3.4.2 The contractor shall provide:

- Kick Off Meeting (Section F, Deliverable 01)
- Project Plan (Section F, Deliverable 02)
- Monthly Status Report (Section F, Deliverable 03)
- (Section F, Deliverable 10):

(b) (4)

SECTION D - PACKAGING AND MARKING

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## SECTION E - INSPECTION AND ACCEPTANCE

### **E.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under DO #21 will be performed by the FEDSIM Contracting Officer's Representative (COR) and

(b) (4)

### **E.2 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to DO requirements by the FEDSIM COR and (b) (4). Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the DO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of deliverable items for inspection and acceptance or rejection.

### **E.3 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the DO and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. If the deliverable is adequate, the Government may accept it or provide comments for incorporation.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within DO #21, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable version, the contractor shall arrange a meeting with the FEDSIM COR.

### **E.4 DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable.



## SECTION E - INSPECTION AND ACCEPTANCE

### **E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

Deliverables shall be submitted to the FEDSIM COR via the Assisted Service Shared Information SysTem (ASSIST) Post Award Collaboration (PAC) tool. The FEDSIM CO or FEDSIM COR will provide written notification of acceptance or rejection via ASSIST of all deliverables within 15 workdays (unless specified otherwise in Section F). ASSIST provides the capability to note acceptance or rejection. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection within ASSIST.

### **E.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of DO #21, the Government will withhold the fixed price until the non-conforming products or services are remediated.

SECTION F – DELIVERIES OR PERFORMANCE

**F.1 PERIOD OF PERFORMANCE**

The period of performance for DO #21 is a one-year base period with no options.

Base Period: September 23, 2022 - September 22, 2023

**F.2 PLACE OF PERFORMANCE**

The primary place of performance where the contractor will perform the work is at:

- Contractor’s facility in Fredericksburg, Virginia;
- CONUS and outside CONUS travel as required and given per technical direction.
- On, or nearby:

(b) (4)

**F.3 DELIVERY ORDER (DO) SCHEDULE AND MILESTONE DATES**

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under DO #21.

The following abbreviations are used in this schedule:

DEL: Deliverable

IAW: In Accordance With

NLT: No Later Than

DOA: Delivery Order Award

Days: Unless otherwise specified, references to days are Government workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Data Rights Clause - Abbreviations in the Gov’t Rights column of the table below shall be interpreted as follows:

N/A: Not Applicable

UR: Unlimited Rights, per DFARS 252.227-7013

SBIR: Rights in Data, per DFARS 252.227-7018 Deviation 2020-O0007

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

DEL. #	MILESTONE/ DELIVERABLE	CLIN/ SLIN	DO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV’T RIGHTS
	Project Start (PS)			At DOA	N/A
01	Kick-Off Meeting	0007d	C.4.3.4.2	NLT 10 workdays after DOA	N/A
02	Project Plan	0007d	C.4.3.4.2	NLT 30 day after contract DOA	UR

SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN/ SLIN	DO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
03	Monthly Status Report	0007d	C.4.3.4.2	Monthly, NLT 15 <sup>th</sup> calendar day of each month	UR
04	Add-On Pulse Gateway Device <b>(b) (4)</b>	0003	C.4.1.2	As required	SBIR
05	<ul style="list-style-type: none"> <li>• In-Depth Report               <ul style="list-style-type: none"> <li>• Country Baseline and RBR Setup</li> </ul> </li> </ul>	0006a	C.4.2.1.2	As required	SBIR
06	<ul style="list-style-type: none"> <li>• Quick Look Monthly Narrative Packages:               <ul style="list-style-type: none"> <li>• Design</li> <li>• Execution Support</li> <li>• Assessments</li> </ul> </li> <li>• Written report</li> </ul>	0006b	C.4.2.2.2	As required	SBIR
07	<ul style="list-style-type: none"> <li>• Direct FTE: .5 FTE for 12 months</li> </ul>	0007a	C.4.3.1.2	As required	SBIR
08	<ul style="list-style-type: none"> <li>• Direct FTE: One FTE for 12 months</li> </ul>	0007b	C.4.3.2.2	As required	SBIR
09	<ul style="list-style-type: none"> <li>• Travel plans and logistics</li> <li>• Technical support plan as required</li> <li>• Financial reports</li> <li>• Final and after-action reports</li> </ul>	0007c	C.4.3.3.2	As required	SBIR
10	<b>(b) (4)</b>	0007d	C.4.3.4.2	As required	SBIR

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in DO #21. The contractor shall also mark applicable deliverables with the DFARS 252.227-7018 Deviation 2020-O0007.

## SECTION F – DELIVERIES OR PERFORMANCE

### **F.4 DELIVERABLES MEDIA**

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the (b) (4) designated repository.

The following are the required electronic formats, whose versions shall be compatible with the latest, commonly available version on the market.

a. Text	Microsoft (MS) Word, Google Docs, PDF
b. Spreadsheets	MS Excel, Google Sheets
c. Briefings	MS PowerPoint, Google Slides
d. Drawings	MS Visio, Google Drawings
e. Schedules	MS Project, Smartsheet

All media shall contain contractor name and business address, contract number, date of media preparation, and period covered by media.

### **F.5 PLACE(S) OF DELIVERY**

The contractor shall utilize the ASSIST PAC tool to deliver all FEDSIM CO or FEDSIM COR accepted deliverables identified in Section F.3. Deliverables 04 through 10 will be sent to (b) (4) and delivery acceptance will be provided to the FEDSIM COR via ASSIST PAC.

### **F.6 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)**

The contractor shall notify the FEDSIM COR via a PNR (**Section J, Attachment D from IDIQ Base Contract**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

## SECTION G – CONTRACT ADMINISTRATION DATA

### **G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Designation Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the DO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the DO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the DO.

#### **G.1.1 CONTRACT ADMINISTRATION**

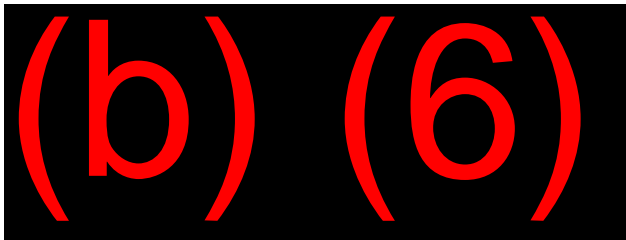
Contracting Officer:

John Terrell  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (703) 605-2748  
Email: john.terrell@gsa.gov

Contracting Officer’s Representative:

Charles Perone  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 615-4686  
Email: charles.perone@gsa.gov

Technical Point of Contact:



### **G.2 INVOICE SUBMISSION**

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Delivery Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(FIN) (From GSA Form 300, Requisition/Reference Number Block or Form SF30 Block 4)*

FEDSIM Project ID: 47QFCA21Z1088

Project Title: IST Pulse DO 21 (b) (4)

## SECTION G – CONTRACT ADMINISTRATION DATA

The contractor shall submit invoices as follows:

The contractor shall utilize Assisted Acquisition Services' (AAS's) electronic Assisted Services Shared Information SysTEM (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into the ASSIST Invoice Service. Summary charges on invoices shall match the charges listed in ASSIST for all CLINs.

The contractor shall submit invoices electronically by logging into the ASSIST portal (<https://portal.fas.gsa.gov>), navigating to the appropriate award, and creating the invoice for that award. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

- a. Log into ASSIST using your assigned Identification (ID) and password.
- b. Complete login by entering your one-time authentication code to complete the multi-factor authentication.
- c. Click on the Award Administration menu option from the ASSIST Acquisition menu tab.
- d. Locate the order against which you want to invoice.
- e. Open the order by clicking on the Award Procurement Instrument Identifier (PIID) hyperlink.
- f. Click on the left-hand Invoice Summary navigator link.
- g. Click on the Create New Invoice button.

By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. The FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in ASSIST, that the invoice is correct and proper for payment.

For additional assistance or if there are any issues submitting an invoice, contact the ASSIST Service Desk for support at 877-472-4877 (toll free) or by email at [assist.servicedesk@gsa.gov](mailto:assist.servicedesk@gsa.gov).

### **G.3 INVOICE REQUIREMENTS**

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and (b) (4) TPOC for review prior to its submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9. The contractor shall provide receipts on an as-requested basis.

Each contract type shall be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following data:

- a. Contract Number.
- b. Delivery Order Award Number (NOT the Solicitation Number).
- c. Contractor Invoice Number.

## SECTION G – CONTRACT ADMINISTRATION DATA

- d. Contractor Name.
- e. POC Information.
- f. Current period of performance.
- g. Charges by CLIN/SLIN.
- h. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- i. Current Charges.
- j. Cumulative Charges.
- k. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request. The final invoice is desired to be submitted within three months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

### **G.3.1 FIRM-FIXED-PRICE (FFP) CLINs**

The contractor may invoice as stated in Section B for the FFP CLINs. The invoice shall include the deliverable covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All prices shall be reported by CLIN element (as shown in Section B) and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP deliverable
- b. Total amount paid (lump sum) by CLIN

### **G.3.2 OTHER DIRECT COSTS (ODCs)**

The contractor may invoice monthly on the basis of cost incurred for the ODC CLIN. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. ODCs purchased.
- b. Request to Initiate Purchase (RIP) or Consent to Purchase (CTP) number or identifier.
- c. Date accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Cost incurred not billed by CLIN.
- g. Remaining balance of the CLIN.

All cost presentations provided by the contractor shall also include any indirect costs being applied with associated cost center information.

### **G.3.3 TRAVEL**

Travel guidelines can be found in Section G of the IDIQ Base Contract. Travel reports shall include the cumulative travel costs billed for the Base Contract.

SECTION G – CONTRACT ADMINISTRATION DATA

**G.4 DELIVERY ORDER (DO) CLOSEOUT**

The Government will initiate a unilateral close out of the DO no later than 180 days after the end of the DO period of performance if the contractor does not provide final DCAA rates by that time.



## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The NAICS code for this contract is 541715, Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology).

#### **H.1.1 AMERICAN-MADE EQUIPMENT AND PRODUCTS**

In accordance with SBA SBIR/STTR Policy Directive dated 1 October 2020, Congress intends that the Awardee of a Funding Agreement under the SBIR/STTR program should, when purchasing any equipment or a product with funds provided through the Funding Agreement, purchase only American-made equipment and products, to the extent possible, in keeping with the overall purposes of this program. Each SBIR/STTR Agency must provide to each Awardee a notice of this requirement.

### **H.2 PRODUCT SERVICE CODES (PSC)**

The PSC is AC67 Research and Development Electronic and Communications Equipment--Commercialization.

### **H.3 GOVERNMENT-FURNISHED ITEMS**

For training evolutions, requiring units will facilitate a training facility large enough for up to twelve trainees plus two contractor trainers, equipped with Wi-Fi-enabled commercial internet access and one projector or sufficient quantity of large-screen display monitors.

### **H.4 SECURITY REQUIREMENTS**

The contractor shall provide security to a level necessary to meet the requirements of the tasks requested. Security will be in accordance with a Defense Contract Security Classification Specification Form (DD 254). People supporting this task will be cleared at the TOP SECRET level at the start of the task when required. Contractors will require access to SCI (Sensitive Compartmented Information) in performance of this effort. Contractors will require Common Access Cards (CAC) and security badges to access facilities and systems. Only U.S. citizens shall be used to perform work under this contract. SCI eligibility means the individual is eligible for immediate SCI nomination and indoctrination upon DO award and approval of the DD254.

#### **H.4.1 INFORMATION ASSURANCE**

The contractor may have access to sensitive (including privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED). Unauthorized disclosure of Privacy Act covered materials is a criminal offense.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.5 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

#### **H.5.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.

#### **H.5.2 NON-DISCLOSURE REQUIREMENTS**

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment E**) and ensure that all its personnel (including subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the DO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of DO #21 or obtained from the Government is only to be used in the performance of the DO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **H.6 TRAVEL**

#### **H.6.1 TRAVEL REGULATIONS**

Contractor costs for travel will be reimbursed at the limits set forth in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by the GSA, for travel in the continental U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.

#### **H.6.2 TRAVEL AUTHORIZATION REQUESTS (TAR)**

Before undertaking long-distance travel to any Government site or any other site in performance of DO #21, the contractor shall have this long-distance travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (**Section J, Attachment F**) for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the FTR or JTR.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Requests for long-distance travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the DO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Long-distance travel shall be scheduled during normal duty hours whenever possible.

### **H.7 OTHER DIRECT COSTS (ODCs)**

The Government may require the contractor to purchase ODCs, including hardware, software, and related supplies critical and related to the services being acquired under the DO. Such requirements will be identified at the time a DOR is issued or may be identified during the course of a DO by the Government or the contractor. If the contractor initiates a purchase within the scope of DO #21 and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR a Request to Initiate Purchase (RIP) (**Section J, Attachment G**). If the prime contractor does not have an approved purchasing system, the contractor shall submit to the FEDSIM CO a Consent to Purchase (CTP) (**Section J, Attachment H**). The RIP or CTP shall:

- a. Be prepared in a legible manner.
- b. Include the purpose of the purchase.
- c. Specify the items being purchased.
- d. Show the estimated cost of the purchase.
- e. Include a cost comparison.
- f. Show the rationale behind the purchase.

The contractor shall not make any purchases without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of Section H.8.2.

### **H.8 COMMERCIAL SUPPLIER AGREEMENTS**

**H.8.1** The Government understands that commercial software tools that may be purchased in furtherance of this contract as described in Section C and as contemplated in the ODCs CLIN in Section B may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Supplier Agreements”). The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government in negotiating suitable terms to comply with this Section which shall be “specific rights” pursuant to DFARS 227.7202-3.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

**H.8.2** The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of DO #21. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of DO #21; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor's cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above.

### **H.9 PRESS/NEWS RELEASE**

The contractor shall not make any press/news release pertaining to DO #21 without prior Government approval and only in coordination with the FEDSIM CO.

### **H.10 INTELLECTUAL PROPERTY RIGHTS**

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable shall be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7018 Deviation 2020-00007 apply.

### **H.11 CONTRACTOR IDENTIFICATION**

As stated in 48 Code of Federal Regulations (CFR) 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

## SECTION I – CONTRACT CLAUSES

### **I.1 DELIVERY ORDER (DO) CLAUSES**

All clauses detailed in the IDIQ Base Contract flow down to the DO level. Refer to the IDIQ award as needed. Any additional or changes to clauses are incorporated below.

#### **I.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT**

##### **FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with-

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

##### **FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

## SECTION I – CONTRACT CLAUSES

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

## SECTION I – CONTRACT CLAUSES

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or

## SECTION I – CONTRACT CLAUSES

wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

### **FAR 52.227-20 Rights in Data-SBIR Program (May 2014)**

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

*Computer database* or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

*Computer software-*

(1) Means. (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

*Computer software documentation* means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

*Data* means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

*Form, fit, and function data* means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.



## SECTION I – CONTRACT CLAUSES

*Limited rights data* means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

*Restricted computer software* means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

*SBIR data* means data first produced by a Contractor that is a small business concern in performance of a small business innovation research contract issued under the authority of [15 U.S.C. 638](#), which data are not generally known, and which data without obligation as to its confidentiality have not been made available to others by the Contractor or are not already available to the Government.

*SBIR rights* means the rights in SBIR data set forth in the SBIR Rights Notice of paragraph (d) of this clause.

*Technical data* means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See [41 U.S.C. 116](#).)

*Unlimited rights* means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data specifically identified in this contract as data to be delivered without restriction;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for SBIR data in accordance with paragraph (d) of this clause or for limited rights data or restricted computer software in accordance with paragraph (f) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Protect SBIR rights in SBIR data delivered under this contract in the manner and to the extent provided in paragraph (d) of this clause;

(iii) Substantiate use of, add, or correct SBIR rights or copyright notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and

## SECTION I – CONTRACT CLAUSES

(iv) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (f) of this clause.

(c) Copyright- (1) Data first produced in the performance of this contract. (i) Except as otherwise specifically provided in this contract, the Contractor may assert copyright subsisting in any data first produced in the performance of this contract.

(ii) When asserting copyright, the Contractor shall affix the applicable copyright notice of [17 U.S.C. 401 or 402](#) and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data that are not first produced in the performance of this contract unless the Contractor (i) identifies such data and (ii) grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(3) *Removal of copyright notices.* The Government will not remove any copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Rights to SBIR data. (1) The Contractor is authorized to affix the following “SBIR Rights Notice” to SBIR data delivered under this contract and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice: SBIR Rights Notice (Dec 2007) These SBIR data are furnished with SBIR rights under Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). For a period of 4 years, unless extended in accordance with FAR [27.409](#)(h), after acceptance of all items to be delivered under this contract, the Government will use these data for Government purposes only, and they shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without permission of the Contractor, except that, subject to the foregoing use and disclosure prohibitions, these data may be disclosed for use by support Contractors. After the protection period, the Government has a paid-up license to use, and to authorize others to use on its behalf, these data for Government purposes, but is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of these data by third parties. This notice shall be affixed to any reproductions of these data, in whole or in part. (End of notice)

(2) The Government’s sole obligation with respect to any SBIR data shall be as set forth in this paragraph (d).

(e) Omitted or incorrect markings. (1) Data delivered to the Government without any notice authorized by paragraph (d) of this clause shall be deemed to have been furnished with unlimited rights. The Government assumes no liability for the disclosure, use, or reproduction of such data.

## SECTION I – CONTRACT CLAUSES

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure or use of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If the data has been marked with an incorrect notice, the Contracting Officer may-

- (i) Permit correction of the notice at the Contractor's expense, if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(f) *Protection of limited rights data and restricted computer software.* The Contractor may withhold from delivery qualifying limited rights data and restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall identify the data being withheld, and furnish form, fit, and function data instead.

(g) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and not proceed with the subcontract award without further authorization in writing from the Contracting Officer.

(h) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

### **I.2 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY FULL TEXT**

#### **DFARS 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016)**

(a) *Definitions.* As used in this clause—

“Authorizing official,” as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

## SECTION I – CONTRACT CLAUSES

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

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

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

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

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Spillage” security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) *Cloud computing security requirements.* The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it “does not anticipate the use of cloud computing services in the performance of a resultant contract,” in response to provision [252.239-7009](#), Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

## SECTION I – CONTRACT CLAUSES

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at [http://iase.disa.mil/cloud\\_security/Pages/index.aspx](http://iase.disa.mil/cloud_security/Pages/index.aspx), unless notified by the Contracting Officer that this requirement has been waived by the DoD Chief Information Officer.

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, in accordance with DFARS [239.7602-2\(a\)](#).

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

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

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

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

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

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

(d) *Cloud computing services cyber incident reporting.* The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to DoD via <http://dibnet.dod.mil/>.

(e) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(f) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this clause) and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(g) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

## SECTION I – CONTRACT CLAUSES

(h) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (f) of this clause.

(i) *Records management and facility access.*

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

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

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) *Notification of third party access requests.* The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) *Spillage.* Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.

(l) *Subcontracts.* The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

**J.1 LIST OF ATTACHMENTS**

The following attachments are attached, either in full text or electronically at the end of DO #21.

<b>ATTACHMENT</b>	<b>TITLE</b>
A	COR Designation Letter
B	Price Workbook
C	SF-33
D	Organizational Conflict of Interest (OCI) Statement
E	Corporate Non-Disclosure Agreement (NDA)
F	Travel Authorization Request (TAR) Template (electronically attached .xls)
G	Request to Initiate Purchase (RIP) Template (electronically attached .xls)
H	Consent to Purchase (CTP) Template (electronically attached .xls)
I	Deliverable Acceptance/Rejection Template