

**ARMY CLOUD COMPUTING
CONTRACT SUMMARY**

Contract NO.	W91QUZ-12-D-0002
T&Cs	FAR Part 15 – no IBM Clarifications to include no LoL
Ordering	Contract authorized to meet needs of Army, DoD and other Federal agencies Order may be placed by ACC-NCR only
TYPE (B.2)	Multiple Award; IDIQ, with FFP and CPFF/CPIF
	Contract can be used by Army, DoD and other federal agencies; order may
Awardees:	Lockheed Martin; Northrop; HP; General Dynamics
MIN/MAX (PG 2 & B.2)	Maximum: TCV \$249,800,000 against all contracts Minimum: \$40K each contract
	Task Order max value is \$65M and \$40K min value
IBM CLIN Total	Base: \$19,850,313.60 Option 1: \$37,715,596.11 Option 2: \$49,265,997.41 Option 3: \$59,567,069.60 Option 4: \$68,714,869.47
TERM (B.5)	5 years (base and 4 1-year options) Base – Dec 30, 2011 – Dec 29, 2012 Opt 1- Dec 30, 2012 – Dec 29, 2013 Opt 2 – Dec 30, 2013 – Dec 29, 2014 Opt 3 – Dec 30, 2014 - Dec 29, 2015 Opt 4 – Dec 30, 2015 - Dec 29, 2016
FLOW-DOWNS (see attached list)	52.204-9 Personal Identify Verification of Contractor Personnel 52.215 CAS 52.227-3 Patent Indemnity 52.224-2 Privacy Act 252.246.7001 Warranty of Data 252.222-7000 Restriction on Employment of Personnel 252.225-7001 Buy American Act & Balance of Payments 252.225-7021 Trade Agreements 252.227-7013 –Rights in Tech Data – noncommercial items 252-227-7014 – Rights in non-Tech Computer SW & documentation 252.227-7019 – Validation of Asserted Restrictions – Computer SW 252.227-7020 Rights in data Special Works 252.227-7030 Technical Data Withhold of Payment
SECTION B	SUPPLIES OR SERVICES & PRICES
0001 – SOW Sec 8-12	Data Center Services Small MAC 1
B.1 Scope	Perform Army Enterprise Cloud Computer Services iaw SOW -base year and four 1-year options

B.2 Min/Max	Max - \$249,800,00 against all contract orders Min \$40K for each contract for base year
B.3 Monthly Pricing	All TO awarded on FFP basis will be price law pricing set forth in Pricing Workbooks Attachments 4 and 5
B.4 SCA	Exempt for service contract act
PRICING	SEE EXCEL FILE FOR CLIN FFP
SECTION C	STATEMENT OF WORK
NOTE: Technical Non-compliance –	IBM response to IFN TE-001 states that we understand requirement to provide an operating environment that have resources in commercial Tier 1, 2, 3 and 4 datacenter as defined by Uptime Institute (UI). Our is based on IBM’s own Rating system and compares very closely to UI Uptime Tier 3, however our generator switchgear is NOT REDUNDANT as specified by UI.
1.Intro	e-Multiple award IDIQ contracts for each suite; e-task orders to be competed
4 Definition of Cloud Computing	A model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, & services) that can be rapidly provisioned and release w/min mgmt effort or service provider interaction.
	This cloud model is composed of 5 essential characteristics, 3 service models, and 4 deployment models
Essential characteristics	<ul style="list-style-type: none"> i) on-demand self-service ii) broad network access iii) resource pooling iv) rapid elasticity v) measured service
Service models	<ul style="list-style-type: none"> i) cloud software as a service (SaaS) ii) cloud platform as a Service (PaaS) iii) cloud Infrastructure as a Service (IaaS)
Deployment Models	<ul style="list-style-type: none"> i) Private cloud ii) Community cloud iii) Public Cloud iv) Hybrid cloud
5. Services Scope	Service for Army customer & other Federal & DoD agencies: <ul style="list-style-type: none"> a) clouding computing consulting services b) network connectivity c) info assurance support d) cert & accreditation support e) application migration f) private cloud O&M g) supply chain risk mgmt h) service support i) service delivery j) provision of fixed data enters (suite 1 only) k) provision of mobile data center

<p>6. Technical Scope</p>	<ul style="list-style-type: none"> a) Mission Assurance Category (as specified in DOD Instruction 8500.2) b) Sensitivity categorization: (as specified in DOD Instruction 8500.2) c) Network connectivity including, but not limited to: d) Geography: CONUS OCONUS e) Working Conditions f) Operating Systems including but not limited to: g) Databases including but not limited to: h) Virtual infrastructure:
<p>7. Scope of Suite 1 Fixed Data Center</p>	<ul style="list-style-type: none"> a) The primary service being procured by the Government under Suite 1 is Operating Environments provisioned in Fixed Datacenters and ordered within Task Orders; b) Additional services, in scope of the Contract, will be ordered on a Task Order basis; c) Ownership and operation of operating environments, real estate, capital equipment and facilities may be: <ul style="list-style-type: none"> i) Contractor owned and operated (COCO) ii) Government Owned and Contractor Operated (GOCO) iii) Hybrid d) Provision of Fixed Datacenters (Suite 1 only): <ul style="list-style-type: none"> i) provide, maintain, operate, and support fixed datacenters, supplying virtualized resource capacity to Army application owners; ii) perform fixed data center management tasks that may including datacenter maintenance, power, HVAC, and/or any aspects of physical plant necessary for operation of a fixed data center; iii) perform appropriate physical and environmental security measures to ensure compliance with Federal, DoD, Army regulations, and Task Order requirements; iv) provide data center hardware and software necessary for integration, implementation, and operations of Army's Cloud Computing ecosystem per requirements of this contract and associated task orders; v) provide floor space and necessary data center power, connectivity, HVAC, and other services that will support a co-location of government owned equipment in the Contractor's data center; and vi) provide resources in commercial Tier 1, 2, 3, and/or 4 datacenters as defined by the Uptime Institute. vii) Operating environments provisioned in the vendors Tier 1, 2, 3 and/or 4 data centers shall be capable of meeting DoD Information Assurance requirements

	<p>for Mission Assurance Category (MAC) 1, 2 or 3 including Classified, Sensitive and Public. The vendor is responsible for matching the appropriate facility, processes and procedures for the Operating Environment to be accredited through the operating system level. The Government applications owners will ensure that the individual applications are appropriately engineered to be hosted in the Operating Environments at the appropriate MAC level.</p> <p>viii) Government Furnished Equipment and Information (1) SIPRNET or NIPRNET connectivity (as required at the Task Order Level) to the fixed datacenter.</p>
<p>8. Scope Suite 2 – Mobile datacenter - IBM CONTRACT for SUITE 1 ONLY</p>	<p>e) Ownership and operation of operating environments, container, and equipment shall be:</p> <ul style="list-style-type: none"> i) Contractor owned and operated (COCO) ii) Government Owned and Contractor Operated (GOCO) iii) Hybrid including collocation of government equipment in a contractor container <p>f) Provision of Mobile Datacenters (Suite 2 only):</p> <ul style="list-style-type: none"> i) provide, maintain, operate, and support mobile datacenters, supplying virtualized Operating Environments and resource capacity to application owners; ii) provision and deliver Army Private Cloud services in a mobile, containerized data center format; iii) possess engineering, transportation and logistics expertise related to design and appropriately size and transport of Containerized datacenters, including mechanical engineers that understand Army requirements such as testing and safety assessments. Task orders will provide vendors the capacity (typically in the form of the number and characteristics of the required operating environments) and the vendor will propose a container size to meet the requirement; iv) provide a solution capable of addressing handling challenges such as shock and vibration with rail transport, non-operating temperatures during transport, extreme temperatures, and unpressurized aircraft cargo hold. v) support compliance with the following regulations and guidance in the delivery of containerized data center capabilities. The vendor is responsible for engineering a mobile data center that is appropriately sized and engineered to meet the regulations stated below. vi) perform transportation and setup of the containerized data center including all logistics such as transport and customs but shall not be responsible for shipping and associated costs as part of the Operating Environments; vii) perform appropriate physical security measures to ensure compliance with DoD, Army regulations, and per task order requirements; viii) provide containerized data center hardware and software

	<p>necessary for integration, implementation, and operations of Army's Cloud Computing ecosystem and per requirement of the task order;</p> <ul style="list-style-type: none"> ix) provide on-site support for the containerized infrastructure per Task Order requirements; x) provide the chillers for cooling and humidity appropriately engineered to maintain the proposed containerized solution; and xi) perform containerized data center management tasks that may include maintenance of the container, power, HVAC, and/or any aspects of physical plant necessary for operation of a containerized data center. xii) Government Furnished Equipment and Information <ul style="list-style-type: none"> (1) SIPRNET or NIPRNET connectivity (as required at the Task Order Level) to the mobile data center. (2) Power needed to operate the mobile data center. The Vendor must coordinate engineering estimates for the power based upon the required Operating Environments. The vendor is encouraged to be innovative in design to minimize power use by the data center. (3) An appropriate location, including a pad appropriate to support the mobile data center. The vendor shall coordinate location characteristics with the Government to ensure the location meets the operational needs to support the container(s).
9. Reqmts for Fixed Price Operating environment & Containers	<p>Following services shall be included in price for Suite 1 and Suite 2</p> <ul style="list-style-type: none"> a. Cloud computing consulting services b. Network Connectivity c. info Assurance support d. Cert and Accreditation Support e. Application Migration f. Private cloud O&M g. Supply Chain Risk Mgmt h. service support i. Service delivery
10. Operating Environment –General	
11. Operating Environment – Yr over Yr	
12. General Info	
b. Place of performance	Contractor's facilities & Govt facilities world-wide include overseas military bases in austere conditions such as Afghanistan
c. PoP	Base year four 1-year options
d. travel	-include travel in TO props -obtain advance written approval
e. Electronic Discovery Note: IBM proposal stated e-discovery not	<ul style="list-style-type: none"> i) Electronically Stored Info (ESI) will be address by TO ii) Scope of ESI: -ESI stored on APC may be relevant to litigation, audits, or

included in prices; support for e-Discovery will be on bilateral basis w/mutually acceptable T&Cs	<p>investigations.</p> <ul style="list-style-type: none"> -ensure comply with current & evolving legal standards for ID, preservation & retention of ESI including handling of such data iaw classification stds, sensitivity & limited distro designations, legal privileges against public disclosure, the Privacy Act and FOIA and other like reqmts; execution of forensic searches & investigations of ESI & production of ESI -Services must be performed in manner acceptable to Courts (stand & federal), Boards (ASBCA) & other agencies.
	<p>iii) Global keyword search</p> <ul style="list-style-type: none"> -shall provide website that is available via restricted, CAC enables & protect web interface -shall perform forensic searches & cooperate w/investigations
	<p>Litigation Hold</p> <ul style="list-style-type: none"> -shall comply w litigation hold or preservation notices established by Govt -obligation ongoing & may last many years -must establish procedures & physical capacity for long term preservation of ESI among all APC systems -shall provide capability to retain complete copy of every email transaction w/attachments as part of litigation hold -shall implement litigation hold w/in 24 hours of notification
f. Security Requirements	<ul style="list-style-type: none"> -dd254 with each TO -contractor FSO shall report in writing to CO any changes in security status for contract life -must have SECRET Facility Clearance
h. Performance Metrics	Performance metric will be addressed at the contract level and add'l metrics will be addressed at TO level to max extent possible
i. applicable docs	
SECTION D	Packaging & Marking
D.1	--shall ensure all item preserved, packaged, packed & marked iaw best commercial practices to ensure safe & timely delivery
SECTION E	INSPECTION & ACCEPTANCE
E.1	<p>Final inspect & acceptance shall be performed at location specified in TO</p> <ul style="list-style-type: none"> -basis for acceptance shall be compliance w/reqmts in TO and other contract T&C -deliverable item rejected shall be correct iaw applicable clauses -govt requires period nte 30 days after receipt of final deliv for acceptance
SECTION F	DELIVERIES OR PE RFORMANCE
F.1 Contract Life	<p>Total contract life include options is five (5) years</p> <ul style="list-style-type: none"> -Govt reserves right to extended term for add'l period commensurate with any performance delay

F.2 TO PoP	TO may be issued during contract period TO term to be identified in each TO TO may extend beyond expiration date of contract iaw 52.216-22
F.3 Deliveries & Performance	To be identified in TO
F.4 Notice to Proceed	Contractor shall take NO actions or incur costs w/o CO written NTP; anticipated NTP will generally be issued w/in 30 days after notice of award
SECTION G	CONTRACT ADMINISTRATION DATA
G.1 Post Award Conf	-agree to attend post award conf
G.2 Contract Mgmt	a. shall maintain status review process b. shall attend mtgs & provide program status, assess performance, refine processes & future plans c. shall provide monthly TO status report to COR by 15th d. at TO completion or renewal, shall request performance eval from OCOR; shall be completed w/in 30 days of completion e. SB Participation plan due to CO 15th ea month
G.3. Contract Admin	KO – only person authorized to direct changes in reqts COR – provide assisting resolving problems, conflicts;
G.4 Invoices & Payment	-WAWF
G.5 Ordering	- ordering authorized for Army, DoD or other Federal Agencies -Orders may only be placed by and CO at NCRCC --deviations must be approved by CO -all order subject to contract T&C & they take precedence in event of conflict with TO (also see H.1) -all services issued by written TOs in a FAR 16.5 - shall respond to ALL TORs; submission can be no bid with reason -work can only begin after receipt of order
G.6 QC Plan	-draft QCP due w/proposal and updated w/in 30 days following award ; must include: self inspection, internal staffing & outline of procedures -shall maintain records documenting all corrective actions & process improvements and make records available to Govt -govt right to perform periodic surveillance to assurance compliance w/contract reqmts including Root Cause Analysis on specific problems/issues
QASP	QASP is living document & Govt may revise on regular basis; changes shall be coordinate w/contractor 4 – AQLs – to be provided in TO 5 – method of surveillance 6 – rating 7 – documenting performance
SECTION H	SPECIAL CONTRACT REQUIREMENTS
H.1 Order Precedence	In event of an inconsistency, shall be resolved by giving precedence a. contract b. task orders, excluding TO proposals

	c. contractor TO proposals
H.2 Mandatory use of contractor to Govt Elec Main	-all communication transmitted via email; -in addition to KO copy shall be provided to contract spec
H.3 Release of News Info	No news release on any part of the subject matter of this contract shall be made w/o prior written approval of CO and P EO
H.4 Work on Govt Install	When performing work on Govt installation or building shall: -obtain & maintain min insurance -conform to safety reqmts in K and TO -comply w/safety rules of Govt installation -take all reasonable steps & precautions to prevent accidents & preserve life of health
H.5 Insurance	Law 52.228-5 -workman's comp & employer's liability General liability min 500K per occurrence Auto \$200K pp;500K per occurrence; 20K per occurrence for property damage
H.6 OCI	a. FAR 9.5 OCI govern task orders issued b. potential conflict may exist iaw FAR 9.505-1 thru 4 c. contractor responsible for identifying any actual of potential OCI to the CO that would arise as result of issuance of TO d. if gain access to proprietary data of other companies; will protect it & not use and agree to enter into NDA e. will not distribute reports, data or info of any nature arising from performance under contract, except as provided by TO as may be directed by KO f. will include OCI provision in all subK g. shall effectively educate employees thru formal trng h. may submit response to KO for purpose of indicating potential measure to avoid or mitigate a conflict; If KO determines conflict exists which cannot be effectively mitigate the pro vision of FAR 9.5 must be followed may submit response to KO to indicate potential measure to avoid/mitigation OCI. If Ko determines conflict exists which cannot be mitigated provision of FAR 9.5 must be followed
H.7 Accessibility	All electronic an IT procured must meet applicable accessibility standard at 36CFR Part 1194 unless an exception or for commercial items, unless stds cannot be met w/supplies or services available in commercial market place in time to meet deliv -all exceptions must be documented by KO
H.8 Commercial SW Licenses	Commercial sw & sw doc delivered shall be such to terms of this clause & governing comm. Product license, to extent latter is consistent w/Fed law & 52.212 Computer SW. Notwithstanding the foregoing, the comm. Product lic shall apply ONLY if a copy of is provided w/delivered product. If conflict, this clause governs. b. all sw shall at least be licensed & priced for use on single

	<p>computer for use on any computer at a particular site</p> <p>c. lic shall be in name of US Govt</p> <p>d. lic shall be perpetual</p> <p>e. sw and doc provided w/right no less than pro vide when sold to public</p> <p>f. lic shall apply to any sw changes or new releases</p>
H.9 Third Party Licenses & Data Rights	<p>-computer database 1st created, generated, or produced & delivered under K shall be provided w/right iaw 252.227-7020 Rights in Special Works</p> <p>-computer databases, computer sw or computer sw documentation as defined in 252.227-7013, all plans, data, reports docs & other work first created, generated, or produced & required to be delivered under contract shall be provided rights as follows:</p> <ol style="list-style-type: none"> 1. unlimited rights in works first produced, created, or generated & reqd to be delivered under contract. Unlimited rights means right to use, modify, reproduce, perform, display, release, or disclose 2. must be delivered under k when work is 1st produced, created or generated & shall assign copyright to those works to Govt -grant royalty-free, ww nonexclusive irrecocable lic to reproduce, prepare derivative works from, distribute, per form, or display & have or auth other to do so, the contractor's copyrighted work NOT 1st produced...that have been incorporated into delvs under k 4. shall not incorporate, w/out written KO approval, any copyrighted works in works to be developed unless contractor is copyright owner or has obtained lic for Govt the lic rights nec to perfect a lic of scope in para 3 and prior to delivery of such works, 5. Shall indemnify Govt for a) violation of prop, copy or privacy rights arising out of creation, delv, use, mod, reproduction, release, perform, display, or disclosure of any works furnished; b) based upon libelous or other unlawful matter 6. para 4 and 5 are n/a to info furnished to contractor by Govt & incorporated in works delvd <p>Govt shall have right in noncommercial computer sw, doc and tech data, developed, prepared, produced, created or generated under contract iaw 252.227-7013 & 7014; govt may require delivery iaw 252.227—7026 & 2027</p>
H.10 Warranties	<p>-shall manage warranties for repair of delivered items covered under warranty & provide warranty info on 3rd party</p> <p>-at completion will transfer warranty rights to govt</p> <p>-shall dispose of failed hw iaw FAR Part 15</p>
H.11 SB Subk Goals	<p>-will comply with sb subk goals of 22.28% of TCV & sub cats of SDB 5%; Hub zone 3%; WOSB 5%; SDV 3%; positive goal for VOSB and HBCU/MI</p>
H.12 Continued Performance during Supt	<p>-contract reqmts identified to be essential & may be required to perform during crisis situation</p>

of Crisis Situations, Contingency or exercise	-responsible for performing all reqmts notwithstanding crisis situation, including ware -crisis sit and contin ops shall be determined by oversea theater or when DEFCON 3 is declared
H.13 Logistical Support (Overseas locations only)	-upon request, Govt may provide log spt to us citizen contractor personnel & dependents
H.14 SOFA Korea	-
H.15 Tech Rep SOFA bene ROS Only	
H.16 Log Spt (ROK only)	
H.17 Army Elec Invoicing Instructions	WAWF
H.18 AMC Level Protest	
SECTION I	
See Attached list	