		OF	RDER FO	R SUP	PLIES OR SERV	ICES					PAGE (DF PAGES	
IMPORTANT:	Mark all	packages and papers with	contract an	d/or ord	er numbers.						1		10
1. DATE OF OR		2. CONTRACT NO. (If any) 03310318DL19C00							6. SHIP TO				
10/30/20	18	03310318DF19C00				a. NAME	OF CC	DNSIGNEE					
3. ORDER NO. 20342219	F0000	8			EFERENCE NO. 19-0006	OGE							
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7.TO: Cait	lin S	tollenwerk				f. SH P VI	IA						
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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

2

ate of ori 0/30/20	DER CONTRACT NO. 018 03310318DL19C0015				ORDER NO . 20342219F	00008	
TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT		AMOUNT	QUANT
(a)	(b)	ORDERED (c)	(d)	PRICE (e)		(f)	ACCEP (g)
(a)	(b) Legal and Legislative Database Subscription for a base period of 12 months and two (2) 12-month option periods, in accordance with the Library of Congress Fedlink IDIQ 03310318DL19C0015. This subscription is considered a product and shall be invoiced monthly in arrears and paid within the terms herein upon proper invoice submission. Contractor POC: Caitlin Stollenwerk Phone: (b) (6) Email: Government Contracting Officer Representatives (COR): COR: Kaneisha Cunningham Phone: 202-482-9228 Email: ktcunnin@oge.gov ACOR: Danny Lowery Phone: 202-482-9257 Email: dlowery@oge.gov Contractor shall invoice monthly in arrears and be paid within the terms herein upon proper invoice submission.						
001	Period of Performance: 11/01/2018 to 10/31/2021 Legal and Legislative Database Subscription to Thomson Rueters Westlaw					8,559.72	
	Base Year: 11/1/2018 - 10/31/2019 21 users for 12 months x \$713.31 = \$8,559.72						
	See Attachment A - Price Sheet for more details.						
	Included in the price: three, 2-hour, on-site training sessions on: 11/5/18, 11/6/18, and 11/7/18. Continued						

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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO 3

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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

MPORTANT: Mark all packages and papers with contract and/or order numbers.

PAGE NO

4

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	XXXXXXXX-XXXXXX-XXXXXXXX	İ					
	Funded: \$0.00						
	After award, any questions or issues related to this procurement will be handled						
	by the Contract Administration Branch at						
	ContractAdministration@fiscal.treasury.gov.						
	When sending an e-mail to this address,						
	please include the award number in the						
	subject line of the e-mail.						
	-						
	The total amount of award: \$26,972.76. The						
	obligation for this award is shown in box						
	17(i).						
						\$0.00	

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <u>https://www.acquisition.gov/far</u>

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

- (a) The COR(s) are named on the award form. Should a change to the COR(s) be necessary in the future, they will be named on the modification SF-30.
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
 - Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

1052.210-70 CONTRACTOR PUBLICITY (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered during the evaluation of past performance.

1052.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS. (ALTERNATE II) (DEVIATION 2016-00001) (APR 2018)

(e) Definitions.

(2) As used in this clause, "Commercialsupplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercialitem set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercialsupplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-

- (i) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
- (ii) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause,
 - (3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

- (u) Unauthorized Obligations
 - (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such language, provision, or clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such language, provision, or clause is deemed to be stricken from the CSA.
 - (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

- (w) Commercial supplier agreements -unenforceable clauses. When any supply or service acquired under this contract is subject to a CSA, the following language shall be deemed incorporated into the CSA. As used herein, "this agreement" means the CSA:
 - (1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

- (i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR part 12).
- (ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personalcapacity.
- (iii) Law and disputes. This agreement is governed by Federal law.
 - (A) Any language purporting to subject the Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
 - (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
 - (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) Continued performance The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract.If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in paragraph (d) of this clause.
- (v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- (vi) Updating terms.

(A) After award, the contractor may unilaterally revise terms if they are not material. A material change is defined as:

- (1) Terms that change Government rights or obligations;
- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this contract.
- (B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.
- (C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.
- (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.
- (viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C.516.
- (ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
 - (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

- (B) This charge, if disputed by the Government, will be resolved through paragraph (d) of this clause; no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.
- (C) Any audit requested by the commercial supplier or licensor will be performed at the commercial supplier's or licensor's expense, without reimbursement by the Government and must be performed within the parameters of the Government's security procedures.
- (D) The Contractor must notify the Contracting Officer of any audit request.
- (x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the underlying contract.
- (xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under paragraph (b) of this clause.
- (xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.
- (2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1) of this clause, the language, provisions, or clause of paragraph (w)(1) of this clause shall prevail to the extent of such inconsistency.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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 the final 30 days of each contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended.

In accordance with the above contractors must ensure that all EIT that they provide either: (1) meets the technical provisions of the Section 508 Access Board Standards applicable to a given procurement (see

below); or (2) uses designs or technologies as alternatives to those prescribed in the specified technical provisions, provided they result in substantially equivalent or greater access to and use of a product for people with disabilities.

The following standards have been determined to be applicable to this order:

- _____ 1194.21 Software applications and operating systems.
- X 1194.22 Web-based intranet and internet information and applications.
- _____ 1194.23 Telecommunications products.
- _____ 1194.24 Video and multimedia products.
- _____ 1194.25 Self-contained, closed products.
- _____ 1194.26 Desktop and portable computers.
- _____ 1194.31 Functional Performance Criteria
 - _____ 1194.41 Information, Documentation and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

LAPSE FUNDING

In accordance with 52.232-18 Availability of Funds, the status of Fiscal Year funding and any necessary action required of the Contractor will be made available at the following website: https://www.fiscal.treasury.gov/fsfaq/fs_doing_business.htm. It is the Contractor's responsibility to monitor this website for information regarding Fiscal Year funding.

1052.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.(DEVIATION 00002)(April 2018)

(a) Definition. As used in this clause-

"Commercialsupplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercialitem set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercialsupplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies–

- Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
- (2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.
- (b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (1) Any such language, provision, or clause is unenforceable against the Government.
 - (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

- (3) Any such language, provision, or clause is deemed to be stricken from the CSA.
- (c) Paragraph (b) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

- (a) Definitions. As used in this clause-
 - (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support is available at <u>www.ipp.gov</u> or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

PAYMENT AND INVOICE QUESTIONS (IPP)

For payment and invoice questions, go to <u>https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm</u> or contact Accounts Payable at (304) 480-8000 option 7 or via email at <u>AccountsPayable@fiscal.treasury.gov</u>.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS

The Contractor shall ensure the order number is clearly visible on all shipping/service documents, containers, and invoices.

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment A - Price Sheet

Firm-Fixed Unit Price Firm-Fixed Unit Price Extended Price Per User Extended Price Extended Price Image: Stress of the			Base Year 1.	Base Year 11/1/18-10/31/19	Option Year 1: 11/1/19-10/31/20	/1/19-10/31/20	Option Year 2: 1	Option Year 2: 11/1/20-10/31/21
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Overall Total Price: