

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 1. REQUISITION NUMBER PAGE 1 OF 54
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

2. CONTRACT NO. W91QUZ-13-A-0002	3. AWARD/EFFECTIVE DATE 01-Nov-2012	4. ORDER NUMBER	5. SOLICITATION NUMBER W91QUZ-13-T-0001	6. SOLICITATION ISSUE DATE 16-Oct-2012
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KAREN MCKEVITT	b. TELEPHONE NUMBER (No Collect Calls) 703-428-0214	8. OFFER DUE DATE/LOCAL TIME 05:30 PM 27 Nov 2012

9. ISSUED BY ARMY CONTRACTING COMMAND-NCR 200 STOVALL STREET ALEXANDRIA VA 22332-1800 TEL: FAX:	CODE W91QUZ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO WAWJ USA CHIEF INFO OFF G6 WAWJ USA CHIEF INFO OFF G5 107 ARMY PENTAGON RM 1A271 WASHINGTON DC 20310-0107		CODE W81MR8	16. ADMINISTERED BY SEE ITEM 9	


17a. CONTRACTOR/OFFEROR INSIGHT PUBLIC SECTOR, INC 4510 DALY DR., SUITE 300 CHANTILLY VA 20151 TEL. 800-788-4688	CODE 06ZC1	18a. PAYMENT WILL BE MADE BY CODE
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$205,750,642.58
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED 27-Nov-2012 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE
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30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Helen Johnson</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Kimberly Ziegler</i>	31c. DATE SIGNED 12/6/2012
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Helen Johnson TREASURER	30c. DATE SIGNED 12/6/12	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KIMBERLY ZIEGLER TEL: 703 428-0340 EMAIL:

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30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			31c. DATE SIGNED 06-Dec-2012		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KIMBERLY R. ZIEGLER / CONTRACTING OFFICER TEL: 703 325-2850 EMAIL: kimberly.ziegler1@us.army.mil					

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

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

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

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

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PART A TABLE OF CONTENTSPART A**TABLE OF CONTENTS****MS JELA SOLICITATION**

PART	DESCRIPTION
	PART A:
	Solicitation/Contract/Order for Commercial Items Cover Sheet
A	Table of Contents
	PART B: SCHEDULE OF SUPPLIES
B	Part B CLIN List and Pricing Terms
	PART C: TERMS AND CONDITIONS
C	Terms, Conditions, and special requirements
	Program Agreement
	PART D: STATEMENT OF WORK AND ATTACHMENTS
D	MS JELA Performance Work Statement
Attachment 1	Pricing Workbook
Attachment 2	Product Use Rights (PUR) August 2012
Attachment 3	DMDC Tiered User Model

PART C TERMS AND CONDITIONS**TERMS AND CONDITIONS****A. TERMS AND CONDITIONS**

1. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract and the DoD ESI BPA of the successful offeror. The items on the BPA are set forth in the pricing model at Attachment 1. License terms and conditions applicable to products acquired under the BPA are defined in the Program Agreement below and the Microsoft License Agreement / Product Use Rights (PUR) included as Attachment 2. The Order of Precedence for resolving any inconsistency between the PUR and the GSA contract terms shall be as specified in the GSA contract's clause FAR 52.212-4 Contract Terms and Conditions—Commercial Items. The provisions of FAR 52.212-4, as required by Federal law, shall prevail over any terms of the PUR. In addition, the terms in this Part C shall take precedence over the terms of the PUR.

2. **Extent of Obligation.** The Government will only be obligated to the extent of authorized purchases actually made under the resulting BPA. There is no minimum order guarantee.
3. **Funds Obligation.** The BPA does not obligate any funds. Funds, if any, will be obligated on each delivery order.
4. **BPA Term.** The BPA expires upon completion of all enrollments made within the specified ordering period. BPA term is contingent upon Contractor maintaining or renewing a GSA FSS Schedule and the BPA will be reviewed annually. The ordering period is 11/1/2012 through 10/31/2013. Optional ordering periods from 11/01/2013 through 10/31/2015 may be made available.
5. **Pricing Terms.** The pricing model at Attachment 1 provides all applicable prices. Prices shall not escalate and are not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged and all Microsoft promotions shall be offered to the individual customers. The prices on the BPA will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 1% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders.
6. **Most Favored Customer Prices.** Prices under the BPA shall be at least as low as the prices that the contractor has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.
7. **Software License.** Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions under the terms of this BPA, the GSA Schedule and the PUR (Attachment 2). The PUR that is in effect at time of BPA issuance or renewal is included as an attachment to the BPA for reference purposes. Future purchases may be subject to updated versions of the PUR as new products are introduced, however, such new versions may not provide for detrimental changes in user rights. Refer to the PUR for a full explanation of which use rights apply. The Agencies and Microsoft may review changes to the PUR on a quarterly basis. Proof of license shall be provided to the end use customer. The contractor will provide a License Confirmation Certificate to the customers specified in each order.
8. **Rights of Survivorship of the Agreement.** This Agreement shall survive unto Contractor, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Contractor by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.
9. **Software Assurance (Maintenance).** The term of Software Assurance is three years which is consistent with the product offering and pricing on GSA Schedule. Coverage shall commence upon purchase by the end user and continue for a three-year term. While Software Assurance grants users the right to upgrades and updates, customers must request such upgrades or updates by downloading web accessible information or

purchasing the media. The contractor shall provide notice of update/upgrade availability on the contractor web site and notify the service program offices via email.

10. Technology Improvement. The Government may solicit technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products, an electronic copy of the pricing tables, technical literature that describes the products and evidence of inclusion on GSA schedule. Pricing shall include discounts from GSA schedule at the same or greater level as the original BPA product prices.
11. Substitution and Technology Refreshment. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 6 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. AUTHORIZED USERS

1. Authorized Users. The BPA is open for ordering by the Army, Air Force and DISA, as defined in Part D Performance Work Statement, Paragraph 2. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of Army, Air Force or DISA end users and must comply with DFARS 208.74. This BPA is also open to Army, Air Force and DISA contractors authorized to order in accordance with FAR Part 51.

2. BPA Points of Contact:

2.1. Contracting Office:

Army Contracting Command – National Capital Region (ACC-NCR)
200 Stovall St.
Alexandria, VA 22331

PCO: Kimberly R. Ziegler
Phone: (703) 428-0340
Email: kimberly.ziegler.civ@mail.mil

PCO: Karen E. McKevitt
Phone: (703) 428-0214
Email: Karen.e.mckevitt.civ@mail.mil

2.2. Program Management:

NAVSUP WEAPON SYSTEMS SUPPORT
Code 0272.5, Building 0272
5450 Carlisle Pike, P.O. Box 2020
Mechanicsburg, PA 17055

POC: Dennis J. Fellin
Phone: (717) 605-5659

Alt POC: William Huber
Phone: (717) 605-3210

Fax: (717) 605-4600
 Email: dennis.fellin@Navy.Mil

Fax: (717) 605-4600
 Email: William.Huber@Navy.Mil

ESI Software Product Manager (SPM) or Alternate Point of Contact

Army
 PD CHESS
 9351 Hall Road
 Fort Belvoir, VA 22060-5526
 SPM: Robert Grasso
 Phone: (703) 806-4017
 Email: Robert.P.Grasso.civ@mail.mil

Air Force
 AFLCMC/HICJ
 501 East Moore Drive
 Maxwell AFB/Gunter Annex, AL 36114
 SPM: Duane Haughton
 Phone: (334) 416-1754
 Email: duane.haughton@gunter.af.mil

DISA
 CIO Directorate
 DISA HQS Complex – Ft. Meade
 P.O. Box 549
 Fort Meade, MD 20755-0549
 SPM: Jonnice Medley
 Phone: (301) 225-8081
 Email: jonnice.medley.civ@mail.mil

2.3. Customer Point of Contact: (To be specified on each order).

C. ORDERING

1. Enterprise Software Agreement (ESA) Regulation: DFARS Section 208.74 directs software buyers and requiring officials to check the DoD ESI website (<http://www.esi.mil>) for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:
 - a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory.
 - b. If they are available, purchase the designated software from DoD inventory and reimburse the SPM. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
 - c. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component. This BPA is a DoD ESA for Army, Air Force and DISA use only and will be posted to the DoD ESI website at <http://www.esi.mil> as part of the ESI program.
2. Delivery Orders. The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders. Orders for Enterprise Product CLIN will be centralized and ordered by Army Contracting Command –National Capital Region (ACC-NCR) only.

Ordering for all other products via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, or by logging on to the contractor's purchasing site.

Army policy states that Army users and organizations where the Army is the Executive Agent must use this agreement for MS products unless they are in one of the exempt organizations.

3. Notice to Ordering Offices: This is a single award BPA established competitively against GSA Schedule. The brand name products offered on this BPA were approved for Army, Air Force and DISA purchase through a Brand Name Justification and Approval. Enterprise CLINs shall only be ordered by ACC-NCR. Single Product CLINs may be ordered for the Army, Air Force and DISA by any Contracting Officer.

Ordering Offices shall: Ensure compliance with all fiscal laws prior to issuing an order under this BPA. Incorporate into the order any regulatory and statutory requirements that are applicable to the circumstances of the order. If pertinent requirements are not already included in this BPA, please contact PD CHESS.

Precedence: All delivery orders or task orders are subject to the terms and conditions of this BPA. In the event of conflict between a delivery order or task order and this BPA, the BPA shall control.

4. Users' Ordering Guide. The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- Government and Contractor Points of Contact
- Description of the ordering process
- Program Terms and Conditions
- License Terms and Conditions
- Information necessary to complete an FPDS-NG CAR (such as CAGE, DUNS, TIN, Business Size, etc.)
- Links to DoD ESI and the Government websites

5. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Access (EDA), Government purchase card, Wide Area Work Flow (WAWF) and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective. This BPA will be posted to the Army's PD CHESS website at <https://chess.army.mil>, DISA's website at <https://www.ditco.disa.mil/contracts/default.asp> and may be posted on the DoD ESI website

at <http://www.esi.mil> as part of the ESI program. The following requirements apply to this BPA:

- a. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by the Army, Air Force and DISA in a distributed database environment.
 - b. The Contractor shall maintain coordinated and integrated hypertext links to PD CHESS and DISA DITCO from their World Wide Web site(s) to the Government's website and shall insure the integrity of any data and information posted on their web sites.
6. Delivery Schedule. The Contractor will be required to deliver all products within 7 days of receipt of order. More expedient delivery terms may be proposed on individual orders, and are encouraged. Deliveries will be made to the address specified on the delivery orders issued against the BPA.
 7. Delivery Notice. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales receipt that must contain at a minimum the following information:
 - Name of Contractor
 - GSA Contract Number
 - BPA Number
 - Product Description/Model numbers
 - Delivery order number
 - Date of purchase
 - Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
 - Date of shipment
 8. Suspension. There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. Invoicing. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. In addition, the contractor shall follow the terms of DFARS 252.232-7003. The contractor shall submit an original invoice through WAWF.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

2. Fast Payment Procedure. FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) is incorporated in this BPA by reference and pertains to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of

FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

3. Precedence. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

D. BPA MANAGEMENT AND OVERSIGHT

1. BPA Administration. The Contractor must provide centralized BPA administration, in support of all work performed under this BPA. The contractor shall participate in periodic program management reviews (which may require travel to a Government named site). Additional BPA administration functions could include customer service, invoicing, ACT payment, and submission of monthly and quarterly reports.
2. Report of Sales. A Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. The Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the DoD ESI BPA standard format. Negative reports are required. The SPM or PCO will provide written approval of each monthly report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the services participating in fee sharing.
3. United Nations Standard Products and Services Code. The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>.
4. Records. The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.
5. Program Management Reviews (PMR). The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Government and may require travel to a Government named site. During these reviews the Contractor shall report on, among other things, status of BPA sales and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.
6. Sales Leakage. The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the mandatory procurement vehicle for the Army, Air Force and DISA purchases of products within. The Contractor shall also establish a process to regularly audit sales to Government buyers and Government contractors, determine where sales outside this vehicle are occurring, and take appropriate action to direct further

sales through this vehicle. Results of these audits will be presented as an agenda item during PMRs.

F. STANDARDS

1. YEAR 2000 Compliance. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.
2. DISR Compliance. All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.
3. Section 508 of the Rehabilitation Act Compliance. All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Subpart 39.2. General information regarding the Section 508 Act can be found at the web site www.section508.gov. Microsoft Section 508 compliancy information can be found at <http://www.microsoft.com/enable/microsoft/section508.aspx>
4. Additional Clauses. Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional FAR and DFARS clauses that are incorporated by reference or in full text in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

The FAR/DFARS clauses and provisions may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil/>

PROGRAM AGREEMENT

This blanket purchase agreement is for the Army, Air Force and DISA to acquire Microsoft product Licenses and Software Assurance. The prices in the blanket purchase agreement (BPA) will recognize all entities that are authorized to order as a collective organization. Any reference to agency or affiliate in this document means any entity of the Army, Air Force and DISA defined in the Performance Work Statement (PWS).

1. DEFINITION:

The Army has perpetual Microsoft Licenses and the rights to the latest version upgrades as of 31 October 2012 from its Enterprise License Agreement (ELA) with SoftMart Government Services Inc. W91QUZ-09-A-0004 beginning with Delivery Order DO01 and all delivery orders made during the term of the Army ELA. These products and license counts (managed by the Army) from the previous agreement may at times be included on the Army Golden Master

(AGM) that will be distributed during the life of the current agreement. This right is provided via Amendment 0001 of the expired SoftMart Army ELA reference License grant which states the enrolled affiliate will have perpetual licenses to run the latest version available as of such date of expiration, renewal or termination (or any prior version), of each enterprise product in a number of copies equal to the total number of qualified desktops covered by the enrollment and each additional product in the number of copies ordered during the applicable enrollment term or renewal term. This will include at a minimum the Army's 800,000 Licenses (but not Software Assurance) for Office Professional Plus 2007. All license counts reconciled between the Army and the reseller (SoftMart) from the previous agreement referenced above are managed by the Army (Computer Hardware Enterprise Software and Services (CHESS) and NETCOM).

The Air Force has perpetual Microsoft Licenses and rights to the latest version upgrades as of 31 October 2012 from its Air Force Microsoft Enterprise License Agreement (AF-MSELA) with Dell Marketing L.P., FA8771-10-F-8108. These products and license counts (managed by the Air Force) from the previous agreement may at times be included in the Standard Desktop Configuration (SDC) or Standard Server Configuration (SSC) that will be distributed during the life of the current agreement. The perpetual licensing rights include at a minimum, but are not limited to, the upgrade to Windows 8 Enterprise, desktop operating system, Office Professional Plus 2010, office productivity suite and a prorated number (511,382) of the Office Professional Plus 2013 upgrade. All license counts reconciled between the Air Force and the reseller (Dell Marketing) from the previous agreement referenced above are managed by the Air Force AFPEO BES.

DISA has perpetual Microsoft Licenses and the rights to the latest version upgrades as of 31 October 2012 from its Enterprise License Agreement (ELA) with Dell Marketing N00104-02-A-ZE78 beginning with Delivery Order VC01 and all delivery orders made during the term of the DISA ELA. These products and license counts (managed by DISA) from the previous agreement may at times be included on the Joint Golden Master (JGM) that will be distributed during the life of the current agreement. This right is provided via DISA's ELA referenced above. All license counts reconciled between DISA and the reseller (Dell Marketing) from the previous agreement referenced above are managed by the DISA CIO.

2. DEFINITIONS:

"Additional product" means any product for which the BPA holder chooses to order licenses for the Army, Air Force and DISA, under an enrollment;

"Enrollment" means the document that BPA holder submits under this agreement to sign up the Army, Air Force and DISA for the Enterprise Agreement program and make an initial selection of products;

"Enterprise" means the Army, Air Force and DISA identified on an enrollment to include in its enterprise;

"Enterprise product" means any Product that Microsoft designates as an Enterprise Product, to include Core CAL, Office Professional Plus, Windows Professional Upgrade and SharePoint Enterprise CAL, for which Government Partner chooses to order License(s) under an Enrollment for an Enrolled Affiliate (Enterprise Products may only be licensed on an Enterprise-wide basis under this program);

"fix(es) patch(es) and update(s)" means product service packs and other fixes that Microsoft releases generally

"License" means any one of those offerings identified in the Product List (including standard licenses, and upgrades for desktop operating systems) that provides the right to run the version of the product for which it is ordered;

"License Agreement/Product Use Rights" means the specific rights Microsoft grants the US Army, Air Force and DISA for each product it licenses and the general license agreement terms that apply to such products;

"L&SA" means a License and Software Assurance for any product ordered;

"Product" means any product available to license as described on the Product List;

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing>, or at a successor site that Microsoft identifies, that identifies the products that are or may be made available under each of the volume licensing programs, and identifies which products are available to Enterprise Agreement program customers and any product-specific conditions or limitations on the acquisition of licenses for the product;

"Qualified Desktop" means any personal desktop computer, portable computer, workstation, mobile device or similar device that is used by or for the benefit of the Army, Air Force and DISA. Qualified Desktops do not include: (i) any computer that is designated as a server and not used as a personal computer, (ii) any device dedicated to run ONLY line-of-business software (e.g. an accounting or bookkeeping program used by an accountant or a computer-aided design program used by an engineer or architect), or (iii) any device running an embedded operating system (e.g. Windows Vista for embedded, Windows XP embedded)

"Renewal order" means the order that the BPA holder submits at the beginning of any option term to renew Software Assurance coverage for products previously ordered for the US Army, Air Force and DISA under an enrollment;

"Software Assurance" means, for any underlying licensed product for which it is ordered, the right to upgrade to, and run, the latest version of that product that Microsoft makes available during the covered period.

"DMDC" Defense Manpower Data Center - DMDC is the Department of Defense's human resource information source, serving as the authoritative source of information on over 42 million people now and previously connected to DoD.

"DMDC Numbers" – means, the combined civilian and military personnel end strength for Army, Air Force and DISA as detailed in Attachment 3.

3. ENTERPRISE PRODUCTS. The Pricing Model (Attachment 1) demonstrates the common core products for which the combined Army, Air Force and DISA will order and fund on an Enterprise basis. These products are identified as "Enhanced Desktop Software Assurance and Enterprise Software Assurance." Licensing for the Enhanced Desktop Software Assurance will be priced and managed at the Enterprise level based upon the "Tiered" discount structure provided in Attachment 1. The Government will enter the Enterprise Agreement – Enhanced Desktop Software Assurance with their existing device-based perpetual licenses. During the period of the enrollment, Microsoft shall grant full rights to use all products in the Enhanced Desktop Software Assurance across the Enterprise. At the expiration of the enrollment, the Government will provide the BPA holder, device count reports resulting from a method(s) selected solely at the discretion of the Government and a thorough explanation of the device count process used to determine the final device counts.

4. RECONCILIATION, BUY-OUT AND UPDATE STATEMENTS. True-up shall not apply to any Enterprise Product during the enrollment period. At the expiration or termination of the Enrollment period, the Government will determine whether to place an order or de-install as described below.

- a. Reconciliation of Enterprise Products (exclusive of Office Pro Plus Non-perpetual License): Within fifteen (15) days following the expiration or termination of the enrollment, the enrolled affiliate will submit:
- i. A Reconciliation order at the Reconciliation Price set forth in Attachment 1 to account for an increase in device licenses run by the Enrolled Affiliate over the quantities listed in Attachment 1. The enrolled affiliate will provide the BPA holder, device count reports resulting from a method(s) selected solely at the discretion of the Government and a thorough explanation of the device count process used to determine the final device counts. The final device count becomes the number of perpetual licenses owned by the enrolled affiliate; or
 - ii. An update statement using a Microsoft form BPA holder provides to show there is no increase in the number of Enterprise Products run by the Enrolled Affiliates since the effective date of the BPA based upon the quantities listed in Attachment 1; or
 - iii. A signed certification confirming that Enrolled Affiliate has de-installed the excess Enterprise Products over the quantities listed in Attachment 1.
- b. Office Pro Plus Non-Perpetual License: Office is licensed on a non-perpetual basis under this agreement. Within fifteen (15) days following the expiration or termination of the enrollment, the enrolled affiliate will:
- i. Submit a Buy-out order at the Office Pro Plus Buy-out Price set forth in Attachment 1 for the number of device licenses run by the Enrolled Affiliate(s) for which they were not perpetually licensed at BPA award resulting in a transition from non-perpetual to fully paid perpetual licenses; or
 - ii. Submit a signed certification confirming that Enrolled Affiliate has de-installed the Office Pro Plus Non-perpetual licenses; or
 - iii. Enter into a new enrollment for the Office Pro Plus product.

Upon termination or expiration of the enrollment, the Enrolled Affiliates will retain 100% of the perpetual licenses that it owned at the inception of the BPA. The Enrolled Affiliates will also have perpetual licenses for the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage) for which payment has been made.

The Army, Air Force and DISA own perpetual rights to the following Office licenses upon JELA BPA award and will retain ownership of the same at the end of the JELA if the Office "Buy-Out" option in 4.b.i above is not executed.

Enrolled Affiliate	Original version of Office Professional Plus to which Enrolled Affiliate owns perpetual rights	Quantity of original version of Office Professional Plus at the start of the initial Enrollments under this Agreement
US Department of Army	Office Professional Plus 2007	800,000
US Department of Air Force	Office Professional Plus 2013	511,382

	Office Professional Plus 2010	152,751
Defense Information Systems Agency	Office Professional Plus 2013	17,993

5. TERMINATION Terminations are applicable to specific enrollments and do not affect any enrollment not otherwise terminated. Any terms of this agreement applicable to any enrollment not otherwise terminated will continue in effect with respect to that enrollment. Use of the word “termination” in this document includes the Government’s unilateral right to not exercise an option.

a. Termination of an enrollment.

The word “termination” as used in these “TERMINATION PROVISIONS” includes all situations where the Government elects to not make an installment payment, i.e. does not exercise an option. The government may terminate an enrollment for convenience. Either party to an enrollment may terminate if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay amounts owed (even if such non-payment is caused by non-appropriation of funds to an enrolled affiliate). For terminations that are due to a material breach, the terminating party must give the other party 30 days notice and opportunity to cure except where the breach is by its nature not curable within 30 days. If an enrolled affiliate ceases to be an affiliate of the agency, the agency must promptly notify the contractor of this fact, and the enrollment may be terminated.

If the termination or failure to exercise an option is for a desktop enrollment, the government agency may immediately pay the total remaining amount due, plus all installments that have not been paid, in which case the enrolled affiliate will have perpetual licenses for all copies of the products that were ordered for it. As an alternative, the government agency may pay only amounts due and payable as of the termination date, in which case the enrolled affiliate will have perpetual licenses for (i) all copies of all products for which payment has been made in full, and (ii) the number of copies of products for which payment has been made in installments that is proportional to the amount that was paid as of the termination date. No termination charges shall apply and no additional payments beyond the termination date are required.

If the enrollment being terminated is for renewal of Software Assurance, the effect of termination is that said Software Assurance coverage will cease on the anniversary date of the enrollment, when payment for the first or second option year (i.e., installment year) would otherwise have been due. No termination charges apply and payment for Software Assurance coverage beyond the termination date is not required. The enrolled affiliate will retain 100% of the licenses that existed at the inception of the agreement. In addition, the customer receives the right, for products covered in the renewal enrollment, to deploy any and all upgrades that became commercially available during the coverage term for which payment was made in full.

5. PERPETUAL LICENSES (Software Assurance): Any perpetual licenses received through Software Assurance supersede and replace the underlying perpetual licenses for which that Software Assurance coverage was ordered. All perpetual licenses acquired under this

agreement remain subject to the terms of this agreement and the License Agreement / Product Use Rights dated August 2012, included as Attachment 2.

6. HOW TO CONFIRM ORDERS. Microsoft will publish information about orders placed by the BPA Holder for the Army, Air Force and DISA including an electronic confirmation of each order, on a password-protected site on the World Wide Web at <http://licensing.microsoft.com> or a successor site that Microsoft identifies. Upon Microsoft acceptance of BPA Holder's enrollment, the Army, Air Force or DISA point of contact identified on the enrollment for this purpose will be provided access to this site.

7. LICENSE GRANT - Upon the BPA Holder's acceptance of the order, the Army, Air Force and DISA have the following rights during the term of this BPA. These rights apply to the licenses obtained under the BPA and are not related to any order or fulfillment of software media. The Army, Air Force and DISA may run for its own benefit the number of copies of each product ordered in the latest version (or any prior version). Except (i) as set forth in Sections entitled Temporary Use of Software During Times of Conflict, Copies for Training, Evaluation, Research and Development (including Research Labs) and Back-up, and (ii) for its rights under Software Assurance, Army, Air Force and DISA will not run products for which it does not already own perpetual licenses.

8. ADDITIONAL LICENSE TERMS: The following additional license terms apply to all configurations and additional products previously owned or purchased during the BPA performance period.

- a. **Transfer Rights.** The transfer rights granted in the Microsoft License/Product Use Rights are clarified to permit the transfer of fully-paid perpetual Licenses from an agency of the U.S. Government to another agency of the U.S. Government which includes the right to transfer among DoD Agencies as well as among DoD components within Agencies. Transfer is also permitted from a U.S. Government agency to an unaffiliated third party in connection with (i) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (ii) a reorganization, or (iii) a consolidation."
- b. **Limitation of Government Liability.** To the extent that the Microsoft License Agreement/Product Use Rights (PUR) or any other attachment to this BPA imposes any liability on the Government in any manner and for any purpose, such liability exists only to the extent permitted by law and is limited to available appropriations, whether allocated to this BPA and any related orders, the US Department of Justice Judgment Fund, or otherwise. It is agreed that nothing in this BPA is to be construed as requiring the U.S. Congress to appropriate additional funds to meet any deficiencies.
- c. **Third Party Software.** Notwithstanding anything to the contrary, the Government shall not be subject to third party terms and conditions that are contrary to Federal law.
- d. **Additional Functionality provided on Microsoft Products** shall not impose additional license terms and/or fees on the Government.
- e. **Reassignment of Licenses and Software Assurance to other Enrolled Affiliates.**
 - i. For Products other than the desktop operating system. For Products other than the desktop operating system, the Enrolled Affiliate may reassign Licenses and Software Assurance to other Enrolled Affiliates. However, Enrolled Affiliate may not reassign Licenses and Software Assurance on a short-term basis (90 days or less) or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as otherwise provided in this agreement.

- ii. For desktop operating systems. The Enrolled Affiliate may reassign Software Assurance coverage on desktop operating systems from the original computer to a replacement computer within another Enrolled Affiliate's Enterprise, as long as (1) the replacement computer is licensed to run the latest version of that operating system and (2) the Enrolled Affiliate removes any desktop operating system upgrades from the original computer. The Enrolled Affiliate may not reassign desktop operating system Licenses from one computer to another.
 - iii. Notice of reassignment. No later than two (2) months following the award of the Blanket Purchase Agreement, the Enrolled Affiliates will develop a certified reassignment form that is mutually agreed upon by Enrolled Affiliates, and Microsoft. Enrolled Affiliates must notify the Department of the Army Program Manager on a quarterly basis, of any License and Software Assurance reassignments that have been performed, using the certified reassignment form that contains a digital signature certifying assignment and de-installation by the assigning Agency and a digital signature certifying receipt and installation by the assigned (receiving) Agency. The Department of the Army Program Manager will provide the report to the Contractor. The Enrolled Affiliate, Contractor, and Microsoft agree to review the reports during the Program Management Reviews (PMR). The Department of the Army Program Manager will retain and provide a copy of all certified reassignment forms and quarterly reassignment reports during the term to the Contractor within 60 days before the expiration date of an Enrollment.
- f. Temporary Use of Software During Times of Conflict.
- During the term of this agreement, during Temporary Expeditionary Deployments ("TEDs"), enrolled affiliate may temporarily deploy and install or use on, or access from qualified desktops or servers, the enterprise products and the additional products ordered under the enrollment(s) (the "Software") on an unlimited number of qualified desktops or servers being used as part of the TEDs ("Temporary Use"). For purposes of this subsection, the term "Temporary Expeditionary Deployments" or "TEDs" shall refer to any number of software licensed products enrolled under this agreement which may be used at no additional cost by the enrolled affiliate. The coverage will extend to deployments away from in-garrison locations (any military post or government office where troops or civilian personnel are at a permanent location, deployment locations in support of war games, exercises, real world contingencies, pandemics, and emergency situations similar to the terrorist attacks on 9/11/01 where temporary duty stations were needed due to the destruction of government offices. Enrolled affiliate shall submit to BPA holder and Microsoft a record of the count of each category of license used while deployed and the period of use. After the TED and upon request, the count and duration information, but not the deployed location information, will be provided to BPA holder and Microsoft for auditing purposes. Such Temporary Use of the software is limited to a period equal to the length of the TED or twelve (12) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by enrolled affiliate and BPA holder and approved by Microsoft. At the end of the twelve month period or as mutually agreed to, enrolled affiliate will provide to BPA holder and Microsoft written certification that the licenses have either been destroyed or payment has been made under this agreement. Enrolled affiliate agrees to use the products in accordance with the terms contained in this agreement and the most current version of the License Agreement - Product Use Rights. If enrolled affiliate requires use of the Software beyond the Temporary Use Period and such extended use has not been approved by Microsoft, enrolled affiliate shall purchase the products. Enrolled affiliate must submit an update statement within 15 days following each anniversary of the effective date of the enrollment, and after expiration or termination of such enrollment, on a Microsoft form that

BPA holder provides, per subsection titled (Placing —true up orders to account for additional licenses).

- g. Verifying compliance (Exclusive of Enterprise Products).
 - i. Right to verify compliance. The Army, Air Force and DISA will keep records relating to the Microsoft Products enrolled affiliate and its affiliates use under this License Agreement/Product Use Rights. For verification of Enterprise Products, see 4. Reconciliation, Buy-out and Update Statements above. For other than Enterprise Products, Microsoft has the right to verify compliance with the License Agreement/Product Use Rights, at Microsoft's expense, during the term of the Enrollment.
 - ii. Verification Process and Limitations. To the extent permitted by applicable law, to verify compliance, and upon notification by Microsoft, the enrolled affiliates will conduct the verification within 30 days. Device count reports resulting from a method(s) selected solely at the discretion of the Government and a thorough explanation of the device count process used shall satisfy Microsoft's request to verify compliance. As an alternative, Microsoft can require the enrolled affiliates to complete Microsoft's self-audit questionnaire relating to the Products enrolled affiliates use under the License Agreement/Product Use Rights, but reserve the right to use a verification process as set out above.
 - iii. If an enrolled affiliate undertakes verification and does not find material unlicensed use, Microsoft will not initiate verification on the same entity for at least one year. Microsoft will use the information obtained in compliance verification only to enforce its rights and to determine whether the enrolled affiliate is in compliance with the terms of the License Agreement/Product Use Rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce the agreement or to protect its intellectual property by any other means permitted by law.
 - iv. Remedies for non-compliance. If verification or self-audit reveals unlicensed use, excluding Enterprise Products, enrolled affiliate must promptly order from BPA holder sufficient Licenses to cover such use. If material unlicensed use is found, enrolled affiliate must acquire the necessary additional Licenses via the BPA, a GSA Select Schedule or other government-wide acquisition contract within 30 days, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law.
- h. GFE Non-Portable Computer Use Rights.

GFE Non-Portable Computer Use Rights. DOD has adopted a Teleworking Policy which implements the requirements of Section 359 of Public Law No. 106-346 (reference A), which requires each Executive Agency to establish a policy under which eligible employees of the agency may participate in Teleworking to the maximum extent possible without diminished employee performance. Enrolled affiliate shall have the right to grant to those persons participating under the DOD Teleworking Policy and who have been issued a Government Furnished Equipment (GFE) non-portable desktop in lieu of portable computer, the portable use rights under the applicable License Agreement/Product Use Rights. The portable use rights will apply to such GFE desktop or to a portable computer but not both.
- i. Token activation.

Notwithstanding anything to the contrary in this agreement or the License Agreement/Product Use Rights, as a method of mandatory activation, each Enrolled Affiliate may activate Products that it orders from BPA holder under this agreement using a cryptographic license package, consisting of a token issuance license and associated license files (License Package), issued for each Product to Enrolled Affiliate for the purpose of activation of such Product, provided that, Enrolled Affiliate (a) protects the License

Package using all reasonable security measures (for example encryption, access control lists, and marking any associated certificates, tokens and files as non-exportable); (b) agrees that a failure to properly secure the License Package will be considered a material breach; and (c) acknowledges that it may be required to use a new License Package for significant updates or releases of previously activated Products. BPA holder may provide to enrolled affiliate technical instructions provided by Microsoft regarding the use of License Packages, and Microsoft may update such instructions from time to time. All other provisions of the agreement and the applicable License Agreement/Product Use Rights related to token activation remain in full force and effect.

- j. Copies necessary for internal deployment.
Each enrolled affiliate may make as many copies of the products licensed under the enrollment as necessary to distribute the products to the users within its enterprise. All copies of any product must be true and complete copies (including copyright and trademark notices) and be made from CD-ROMs, disk sets or a network source, acquired from or made available by a Microsoft approved fulfillment source for that product. Each enrolled affiliate may also have a third party make and distribute copies in its place, but the enrolled affiliate is responsible for third-party actions to the same extent it would be if the third party were its employee. The enrolled affiliate must make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from Microsoft and may only be run or transferred subject to the terms of this agreement and the License Agreement/Product Use Rights.
- k. Re-imaging rights. If an enrolled affiliate or any affiliate included within its enterprise has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Enterprise Agreement program, it may use copies made from the media provided under this Enterprise Agreement enrollment in place of any copies made from the media provided through that separate source, so long as it complies with the following restrictions.
 - i. The enrolled affiliate must have obtained a separate license from the separate source for each copy being replaced.
 - ii. The product, language, version and all components (in the case of product suites) of the copies made from the media provided under an enrollment must be identical to the product, language, version and all components of the copies they replace.
 - iii. In the case of copies licensed from an original equipment manufacturer (OEM) or through a retail source, in addition to the other conditions outlined in this subsection, the product type (e.g. upgrade or full license) of the copies made from the media provided under an enrollment must be identical to the product type of the copies they replace. However, an enrolled affiliate may use copies of a desktop operating system made from the media provided under the enrollment BPA Holder submits on enrolled affiliate's behalf in place of copies of the same desktop operating system obtained from a separate source, even though they may be of different types (i.e. one may be an upgrade and the other a full license), provided that the product, language and version are identical.
 - iv. The use of any copies made under this subsection is subject to the terms and use rights provided with the copies being replaced, and nothing in this section creates or extends any warranty or support obligation.
- l. License copies for training, evaluation, research and development (including Research Labs) and back-up. During the term of an enrollment (including any renewal term), each enrolled affiliate and any agency affiliate included in its enterprise may (i) run up to 20 complimentary copies of any additional product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any product that Microsoft make

available to license as an additional product for a 60-day evaluation period; (iii) run complimentary copies of enterprise products and additional products on 1% (one percent) of the enrolled affiliates qualified desktops for research and development purposes; and (iv) make and retain one complimentary copy of any licensed product for back-up or archival purposes for each of their distinct geographic locations.

- m. Request for Quote ("RFQ"), Army, Air Force and DISA enrollments. The BPA holder will submit and Microsoft will accept three enrollments under the resulting BPA. The Army, Air Force and DISA will require individual enrollments under the Enterprise agreement. The term of the BPA will be 12 months with 2 one-year options, subject to the Government's right to terminate the government BPA for its convenience under applicable law without penalty.
- n. Windows Server 2008 Terminal Server Client Access License. Notwithstanding anything to the contrary contained in the Microsoft Enterprise Agreement, the enrolled affiliate (ARMY) is entitled to four hundred twenty-six thousand six hundred eighty-four (426,684) complimentary Windows Server 2008 Terminal Server User CAL's, including the right to upgrade to, and run, the latest version of that product during the term of the BPA.

9. REORGANIZATIONS, CONSOLIDATIONS, AND PRIVATIZATIONS. If the number of users in the enterprise changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an enrolled affiliate, the BPA holder will work with the Army, Air Force and DISA in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an enrolled affiliate consolidates with a US Government customer with an existing "Enterprise Enrollment," BPA Holder and Microsoft will work with the Army, Air Force and DISA in good faith to accommodate its changed circumstances in the context of this agreement.

10. SOFTWARE ASSURANCE MEMBERSHIP. Throughout the term of this BPA, Army, Air Force and DISA automatically qualify as members of Microsoft's Software Assurance Membership program. Membership may entitle the enrolled affiliates to special benefits. These benefits may be subject to additional terms and conditions, none of which shall contradict terms contained herein.

11. GRACE PERIOD AT BPA INCEPTION. The Government shall be granted a thirty (30) day grace period from BPA award to place preliminary orders for Software Assurance for current perpetual licenses whose expirations fall on October 31, 2012.

FEES AND PAYMENTS

1. GSA Industrial Funding Fee (IFF). The BPA unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 1%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed reporting period. ACT fees that have not been paid within the

prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

3. Fee Distribution. The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 1% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the quarterly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Fee checks shall not be issued until written approval is received for the Report of Sales.

3.1 ALL SALES:

The 1% ACT fee will be retained entirely by the Navy. The Army, Air Force and DISA have waived their portion of the fee. The contractor is responsible for distributing the ACT fee to the Navy in accordance with the instructions herein. Remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:
BPA # N00104-02-A-ZE82
DoD Microsoft Enterprise Software Agreement ACT Fee

For US Postal Service mail or USPS Express Mail, send check to:

SPAWARSYSCEN PACIFIC
Attn: Suzi Ellison
Code 55390, Building 91
53560 Hull Street
San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services, send check to:

SPAWARSYSCEN PACIFIC
Shipping and Receiving
Receiving Officer (OT 7)
Attn: Suzi Ellison
Code 55390, Building 91
4297 Pacific Hwy.
San Diego, CA 92110

Email a copy of the check to the SPM: LaToya.Lowery@navy.mil

PART D STATEMENT OF WORK

Joint Microsoft Enterprise Licensing

Agreement

(MS JELA)

Performance Work Statement (PWS)

1 INTRODUCTION

1.1 BACKGROUND

This requirement is for an Army, Air Force and DISA-wide enterprise license agreement (ELA) for Microsoft (MS) software product licenses and software assurance (MS JELA). This is a follow-on to the current Army, Air Force and Defense Information Systems Agency (DISA) individual Microsoft License Agreements.

The Army MS Enterprise License Agreement- 2 (MS ELA-2) was a competitively awarded BPA against the DoD ESI/GSA FSS contract in 2009. The current ordering period expires on 31 October 2012. The Army's Enterprise SA requirements were procured on a centralized basis by the Army Contracting Command – National Capital Region (ACC-NCR) as a single enrollment. Orders for single MS products were procured on a decentralized basis under Single Item CLIN licenses. All Army orders constitute one enrollment. Army orders were fulfilled through a Contractor-provided website as part of a software license management system (SLMS). The Army currently manages 800,000+ desktops in addition to server software.

The Air Force Enterprise License Agreement (AF ELA) was a competitively awarded order against the DoD ESI/GSA FSS contract in 2009. The current option period expires on 31 October 2012. The Air Force's Enterprise SA requirements were procured on a centralized basis by the Electronic Systems Group Acquisition & Commodities Division (HQ 754 EKSG/ES) as a single enrollment. Orders for single MS products were procured on a decentralized basis under Single Item CLIN licenses and constitute multiple enrollments. The Air Force currently manages 664,000+ desktops in addition to server software.

The DISA Enterprise License Agreement (DISA ELA) was a competitively awarded order against the DoD ESI/GSA FSS contract on 28 September 2008. The current option period expires on 31 October 2012. DISA's Enterprise requirements were procured on a centralized basis by the Defense Information Technology Contracting Organization as a single enrollment. DISA currently manages 19,900+ desktops in addition to server software.

1.2 BPA STRUCTURE

The MS JELA consists of a single award Blanket Purchase Agreement (BPA) with one (1) base period plus two (2) option periods. The Enterprise Products identified in the Pricing Model as Enhanced Desktop Software Assurance and Enterprise Software Assurance (See Attachment 1), will be ordered against the BPA by the Army Contracting Command – National Capital Region (ACC-NCR). Ordering of Single Item CLIN will be decentralized throughout Army, Air Force and DISA authorized contracting organizations.

2 SCOPE

The scope of the requirement covers the Army, Air Force and DISA defined as follows:

- Army includes Army Commands, Army Service Component Commands, Army National Guard, Army Reserve, Headquarters Department of Army, and Direct Reporting Units. Included in these categories are military, civilian, and contractor personnel. Additionally, the Army includes Joint organizations where the Army is the Executive Agent, and authorized Army Contractors to the extent purchasing on behalf of the above organizations licenses to be owned and used by such Army organizations. The joint organizations that the Army is the executive agent for include; AFRICOM, SOUTHCOM, CID, EUCOM, IMCOM, INSCOM, MEDCOM, ARCENT, HRC, MDA, MDW, MEPCOM, and SMDC.
- Air Force includes the Headquarters Department of Air Force, Major Commands (MAJCOMs), Air National Guard, Direct Reporting Units (DRUs), Field Operating Agencies (FOAs) and subordinate organizations. Included in these categories are military, civilian and contractor personnel. Additionally, the Air Force includes the Office of the Secretary of Defense (OSD), Joint Chiefs of Staff (JCS), HQUSTRANSCOM, HQ USNORTHCOM, HQ USSTRATCOM, and the Washington Headquarters Services (WHS).
- DISA includes all DISA users across the Enterprise, DISA DECCs and DISA field facilities. Additionally, DISA includes matrixed users from joint organizations and all branches of the military. Included in these categories are civilian and contractor personnel.

Nothing in these Agency definitions affect any other licensing Agreements for Microsoft Products. For purposes of clarity, nothing in these Agency definitions shall reduce or otherwise affect the Device and/or License quantities under any other Agency's existing, new, or renewal Agreements for Microsoft Products.

2.1 MICROSOFT SOFTWARE DISTRIBUTION

The Contractor shall distribute the Microsoft products to the Army, Air Force and DISA. The Government, based upon the release schedule from Microsoft to the Contractor, will determine the distribution schedule. The Government will determine the Microsoft products authorized for distribution.

The primary distribution method of the Microsoft software and license keys will be via secure electronic download through a Government-owned or contracted asset management system. Access to the download site shall be limited to authorized individuals, as assigned by the Army, Air Force and DISA. Software product volume licensing keys (VLK) will only be released to authorized individuals or IT Service Providers designated by the Government. For sites that have limited bandwidth or connectivity issues, organizations covered under the BPA may request a shipment of media. The contractor must be able to ship the media to locations in CONUS and OCONUS.

2.2 PRODUCT REQUIREMENTS

2.2.1 ENTERPRISE LICENSES

The Army, Air Force and DISA have established the standard Microsoft Products to be ordered under the Enhanced Desktop Software Assurance and Enterprise Software Assurance as well as Microsoft Products to be ordered under Single Item CLIN. See Attachment 1.

2.2.2 SOFTWARE ASSURANCE (SA)

The Pricing Model at Attachment 1 must be used for pricing all renewal requirements for all estimated Software Assurance renewal quantities. Army, Air Force and DISA renewal requirements may vary from listed quantities. The Government is not obligated to procure Software Assurance for the quantities listed in the Pricing Model.

2.2.3 ADDITIONAL LICENSE REQUIREMENTS

Over the life of the BPA the Government anticipates a need for new and additional licenses and as such the contractor must be able to withstand and meet the Government's needs. The contractor will provide pricing as outlined in the Price Model. This in no way obligates the Government to purchase these licenses now or in the future.

3 BPA REQUIREMENTS

3.1 TEMPORARY USE OF SOFTWARE DURING TEMPORARY EXPEDITIONARY DEPLOYMENTS

Notwithstanding any other provisions, the DoD Enterprise Software Initiative

GSA BPA or this BPA, Microsoft software licenses described in this blanket purchase agreement may be used during Temporary Expeditionary Deployments (TEDs). These TED software licenses shall be provided at no cost to the U.S. Government now or in the future. There is no obligation to the U.S. Government to purchase TED software licenses. During a Time of Conflict (TOC), the DoD may require the agencies to rapidly respond or deploy to support TEDs. The TED software licenses shall include, but not limited to, any military post or government office where troops or civilian personnel are at a permanent location, deployment locations in support of war games, exercise, real world contingencies (such as Hurricane Katrina), and emergency situations similar to the terrorist attacks of 911 where temporary duty stations were needed due to the destruction of government offices. The temporary use of the TED software licenses shall be limited to the period equal to the length of the TED or twelve (12) months, whichever is shorter, unless a different time period is agreed to in writing by the contractor and the Contracting Officer. At the end of the TED period the Government will ensure the TED software licenses are de-installed and no longer used.

3.2 ENTERPRISE LICENSE TRANSFERABILITY RIGHTS

The DoD ESI agreements for Microsoft products grant the right of license transfer to another agency of the U.S. Government if the enrollee is an agency of the U.S. Government. This right includes the right to transfer, at no additional cost to the Government, among and between DoD Agencies, DoD components within Agencies, as well as among and within organizations of the U.S. Army, Air Force, DISA and other DoD Agencies, components, and activities.

4 PROGRAM MANAGEMENT

4.1 ORDER MANAGEMENT

Each Enrolled Affiliate will designate a Software Product Manager within 30 days of BPA Award. The Principle Project Management responsibility will remain with the Department of the Army.

4.2 TECHNICAL MANAGEMENT

Each Enrolled Affiliate will designate a Technical Office within 30 days of BPA Award.

4.3 CONTRACTOR PROGRAM MANAGEMENT

The Contractor shall provide a Program Manager (PM) dedicated to support the JELA. The individual will be required to interface with authorized Army, Air Force and DISA representatives. The PM will service as the main POC for the BPA.

5 SALES LEAKAGE

The Contractor shall ensure that all sales are processed under the MS JELA. All quotes to Army, Air Force and DISA customers shall be based off of the MS JELA. The Contractor shall establish a process to regularly audit sales to the three agencies to determine if sales outside the BPA are occurring, and take appropriate action to direct further sales through the terms of this agreement. Results of these audits shall be provided to the Government on a semi-annual basis.

6 REPORT OF SALES

A Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. The Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format in accordance with the DoD ESI website www.esi.mil. Negative reports are required. The SPM or PCO will provide written approval of each monthly report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the services participating in fee sharing.

7. USERS' ORDERING GUIDE

The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- Government and Contractor Points of Contact
- Description of the ordering process
- Program Terms and Conditions
- License Terms and Conditions
- Information necessary to complete an FPDS-NG CAR (such as CAGE, DUNS, TIN, business Size, etc.)
- Links to DoD ESI and the Government websites

8. PROGRAM MANAGEMENT REVIEWS (PMR)

The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held semi-annually as scheduled by the Joint ELA POCs and may require travel to a Government named site. During these reviews the Contractor shall report on,

among other things, status of BPA sales and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

ATTACHMENT 3 COMBINED CIVILIAN AND MILITARY DMDC NUMBERS ACCORDING TO TIER

	AIR FORCE	ARMY	DISA	Total
Tier 1	279,099	727,468	4,964	1,011,531
Tier 2	340,041	587,713	888	928,642
Tier 3	153,845	223,855	5,170	382,870
Tier 4	18,073	38,725	478	57,276
Total	791,058	1,577,761	11,500	2,380,319
Tier 1	Very Limited Use			
Tier 2	Business Limited Use			
Tier 3	Business High Use			
Tier 4	Senior Level Low Use			

* Air Force and Army user numbers are total force numbers regardless of where member may serve, work, or assigned.

* DISA includes all USN/USMC Active Duty members in Tier 2.

30-Sep-11	Grade	AIR FORCE	ARMY	DISA	Total
TIER 1					
GS	1	23	132	-	155
WG	1	13	47	-	60
WG	2	136	387	-	523
WT	0	-	108	-	108
WB	0	6	1,217	-	1,223
WD	2	-	10	-	10
XF	2	-	20	-	20
AD	0	44	2,885	-	2,929
AD	21	118	-	-	118
AD	22	116	-	-	116
AD	23	110	-	-	110

AD	24	104	-	-	104
AD	25	89	-	-	89
AD	26	2	-	-	2
AD	27	1	-	-	1
AD	28	1	-	-	1
CTR		104,659	173,767	4,892	283,318
AC	E1	9,993	11,947	-	21,940
RES	E1	1,838	7,399	-	9,237
NG	E1	453	457	-	910
GS	2	73	410	1	484
WG	3	492	346	-	838
WG	4	192	578	-	770
WD	3	-	5	-	5
WD	4	-	1	-	1
WY	3	-	30	-	30
WY	4	-	5	-	5
XF	3	-	3	-	3
XF	4	-	72	-	72
AC	E2	4,792	28,831	-	33,623
RES	E2	1,121	7,679	-	8,800
NG	E2	268	18,485	-	18,753
GS	3	371	841	13	1,225
WG	5	1,150	3,123	-	4,273
WG	6	1,391	3,189	-	4,580
WD	5	1	23	-	24
WD	6	3	81	-	84
WY	5	-	44	-	44
WY	6	-	21	-	21
XF	5	-	19	-	19
XF	6	-	135	-	135
ZZ	0	1	39	-	40
AC	E3	51,905	71,629		123,534
RES	E3	4,281	21,546		25,827
NG	E3	12,638	42,685		55,323
GS	4	2,338	9,817	58	12,213
WG	7	1,527	2,653	-	4,180
WG	8	3,558	7,559	-	11,117
WD	7	-	22	-	22

WD	8	3	65	-	68
WY	7	-	23	-	23
WY	8	-	426	-	426
WO	8	-	9	-	9
XF	7	-	33	-	33
XF	8	-	78	-	78
AC	E4	51,390	147,112		198,502
RES	E4	11,369	58,681		70,050
NG	E4	12,529	102,794		115,323
TIER 1 TOTAL		279,099	727,468	4,964	1,011,531
TIER 2					
GS	5	7,232	13,923	51	21,206
GL	5	-	23	-	23
WG	9	2,371	3,810	-	6,181
WG	10	19,474	12,447	-	31,921
WS	1	1	8	-	9
WS	2	19	8	-	27
WS	3	13	15	-	28
WS	4	21	43	-	64
WL	2	3	34	-	37
WL	3	-	22	-	22
WY	9	-	693	-	693
WY	10	-	126	-	126
WO	9	-	5	-	5
WO	10	-	28	-	28
WJ	3	-	4	-	4
XF	9	-	49	-	49
XF	10	-	82	-	82
AC	E5	70,153	83,277	-	153,430
RES	E5	11,885	28,700	-	40,585
NG	E5	22,710	65,750	-	88,460
AC	E6	41,603	64,432	-	106,035
RES	E6	13,057	22,209	-	35,266
NG	E6	20,035	40,266	-	60,301
GS	6	6,055	12,771	19	18,845
GL	6	-	2	-	2
WG	11	4,902	4,636	1	9,539
WS	5	52	76	-	128

WS	6	119	258	-	377
WS	7	122	106	-	228
WN	7	-	9	-	9
WL	4	13	16	-	29
WL	5	14	117	-	131
WY	11	-	100	-	100
WO	11	-	29	-	29
WJ	4	-	5	-	5
WJ	5	-	7	-	7
WK	5	-	3	-	3
XG	4	-	4	-	4
XH	6	-	10	-	10
XH	7	-	41	-	41
XF	11	-	58	-	58
AC	E7	25,743	40,483	-	66,226
RES	E7	8,996	15,274	-	24,270
NG	E7	15,819	22,493	-	38,312
AC	E8	5,148	12,230	-	17,378
RES	E8	3,221	6,308	-	9,529
NG	E8	4,816	7,773	-	12,589
GS	7	10,905	23,401	195	34,501
NH	0	16	-	-	16
GL	7	24	19	-	43
DJ	1	-	5	-	5
DJ	2	-	332	-	332
DJ	3	-	589	-	589
DK	1	-	96	-	96
DK	2	-	400	-	400
WG	12	3,371	1,866	-	5,237
WS	8	257	194	-	451
WS	9	1,051	370	-	1,421
WL	6	47	142	-	189
WL	7	38	116	-	154
WY	12	-	5	-	5
WJ	7	-	20	-	20
WK	6	-	2	-	2
WK	7	-	2	-	2
WU	8	-	3	-	3
WU	9	1	-	-	1
XG	6	-	16	-	16

XH	8	-	70	-	70
XH	9	-	33	-	33
XF	12	-	50	-	50
AC	W1	-	2,388	-	2,388
RES	W1	-	535	-	535
NG	W1	-	1,678	-	1,678
AC	W2	-	6,694	-	6,694
RES	W2	-	1,361	-	1,361
NG	W2	-	3,143	-	3,143
AC	O1	6,728	10,167	-	16,895
RES	O1	366	2,716	-	3,082
NG	O1	979	5,685	-	6,664
GS	8	1,882	4,522	53	6,457
GL	8	-	1	-	1
WG	13	870	250	-	1,120
WS	10	1,943	1,370	-	3,313
WR	10	2	1	-	3
WL	8	143	271	-	414
WL	9	241	350	-	591
WJ	8	-	27	-	27
WK	8	-	21	-	21
WQ	10	6	2	-	8
WU	10	36	20	-	56
XG	8	-	6	-	6
XG	9	-	2	-	2
XH	10	-	32	-	32
XF	13	-	3	-	3
YA	1	-	20	-	20
YB	1	1	39	-	40
AC	W3	-	3,551	-	3,551
RES	W3	-	583	-	583
NG	W3	-	1,668	-	1,668
AC	W4	-	2,592	-	2,592
RES	W4	-	600	-	600
NG	W4	-	1,385	-	1,385
GS	9	16,374	25,136	260	41,770
NH	1	-	3	-	3
GL	9	31	25	-	56
IA	1	264	312	-	576

NK	0	3	-	-	3
WG	14	34	17	-	51
WS	11	523	692	-	1,215
WL	10	1,296	923	-	2,219
WL	11	341	588	-	929
WJ	10	-	4	-	4
WJ	11	-	12	-	12
WK	10	-	26	-	26
WK	11	-	3	-	3
WQ	11	-	1	-	1
WU	11	7	8	-	15
XG	10	-	1	-	1
XG	11	-	6	-	6
GH	11	-	35	-	35
XF	14	-	3	-	3
AC	O2	7,219	9,382	309	16,910
RES	O2	422	4,610	-	5,032
NG	O2	1,023	7,749	-	8,772
TIER 2 TOTAL		340,041	587,713	888	928,642
TIER 3					
GS	10	1,464	2,599	3	4,066
WG	15	1	1	-	2
WS	12	326	203	-	529
WL	12	107	72	-	179
WL	13	30	12	-	42
WK	12	-	1	-	1
WQ	12	1	-	-	1
WU	12	11	6	-	17
XH	12	-	34	-	34
YA	2	2	849	-	851
YB	2	-	71	-	71
GS	11	23,017	34,404	478	57,899
NH	2	663	466	-	1,129
GG	11	1	-	-	1
IA	2	556	459	-	1,015
NJ	2	68	5	-	73
NK	1	21	1	-	22
WS	13	268	141	-	409
WL	14	1	1	-	2

WJ	14	-	5	-	5
WK	13	-	6	-	6
WU	13	2	-	-	2
XH	13	-	19	-	19
YC	1	-	47	-	47
AC	O3	23,222	29,994	-	53,216
RES	O3	3,316	9,992	-	13,308
NG	O3	3,300	10,012	-	13,312
GS	12	26,606	36,995	1,750	65,351
NH	3	1,313	3,611	-	4,924
IA	3	2,699	3,343	-	6,042
DJ	4	-	253	-	253
DJ	5	-	27	-	27
DK	3	-	216	-	216
DK	4	-	26	-	26
WS	14	404	118	-	522
WS	15	90	109	-	199
WL	15	1	-	-	1
WJ	15	-	8	-	8
WQ	14	3	-	-	3
XH	14	-	18	-	18
XH	15	-	16	-	16
YA	3	-	49	-	49
YM	1	1	-	-	1
AC	O4	14,521	17,163	-	31,684
RES	O4	4,692	7,152	-	11,844
NG	O4	3,785	6,278	-	10,063
GS	13	16,701	26,545	1,990	45,236
GM	13	-	5	5	10
GG	13	1	-	-	1
IA	4	2,252	2,551	-	4,803
NJ	3	204	1	-	205
NK	2	231	202	-	433
WS	16	70	20	-	90
WS	17	37	17	-	54
WJ	16	-	7	-	7
XH	16	-	14	-	14
XH	17	-	5	-	5
YC	2	-	269	-	269

YD	2	-	7	-	7
YF	2	-	2	-	2
GS	14	5,180	9,382	936	15,498
GM	14	-	1	8	9
GG	14	2	-	-	2
NK	3	18	121	-	139
WS	18	10	5	-	15
YD	3	-	1	-	1
YE	3	1	1	-	2
AC	O5	9,916	9,941	-	19,857
RES	O5	4,575	6,028	-	10,603
NG	O5	4,155	3,948	-	8,103
TIER 3 TOTAL		153,845	223,855	5,170	382,870
TIER 4					
GS	15	1,732	3,023	431	5,186
GM	15	-	2	12	14
NH	4	326	3,202	-	3,528
GG	15	1	-	-	1
IA	5	320	275	-	595
NJ	4	29	9	-	38
WS	19	-	1	-	1
YC	3	-	15	-	15
AC	O6	3,555	4,434	-	7,989
RES	O6	1,086	1,716	-	2,802
NG	O6	1,013	1,448	-	2,461
MEDICAL, SCIENTISTS, ENGINEERS					
GP	12	3	14	-	17
GP	13	5	62	-	67
GP	14	36	231	-	267
GP	15	66	195	-	261
GR	13	-	3	-	3
DB	1	-	134	-	134
DB	2	-	720	-	720
DB	3	-	3,661	-	3,661
DB	4	-	3,370	-	3,370
DB	5	-	277	-	277
DB	6	-	2	-	2
DE	1	-	287	-	287

DE	2	-	510	-	510
DE	3	-	1,556	-	1,556
DE	4	-	346	-	346
DE	5	-	34	-	34
DO	1	75	-	-	75
DO	2	227	-	-	227
DO	3	65	-	-	65
DO	4	19	-	-	19
DR	1	199	-	-	199
DR	2	990	-	-	990
DR	3	1,109	-	-	1,109
DR	4	604	-	-	604
DU	1	9	-	-	9
DU	2	17	-	-	17
DU	3	12	-	-	12
DU	4	1	-	-	1
DX	4	14	-	-	14
YG	2	1	672	-	673
YG	3	-	13	-	13
YH	1	-	30	-	30
YH	2	-	2,857	-	2,857
YH	3	-	10	-	10
YI	1	-	264	-	264
YI	2	-	89	-	89
YJ	1	-	118	-	118
YJ	2	-	485	-	485
YJ	3	-	3	-	3
YJ	4	-	119	-	119
SES/GO Level					
ED	0	-	24	-	24
EE	0	29	76	7	112
EF	0	7	55	-	62
EH	0	39	8	-	47
ES	0	189	288	28	505
EX	2	1	1	-	2
EX	3	1	1	-	2
EX	4	4	4	-	8
IE	0	21	10	-	31
IG	0	-	1	-	1
IP	0	35	36	-	71

CA	1	-	1	-	1
CA	2	-	2	-	2
CA	3	-	20	-	20
SL	0	18	3	-	21
SR	0	-	2	-	2
ST	0	27	41	-	68
AC	E9	2,616	3,664	-	6,280
RES	E9	1,018	1,508	-	2,526
NG	E9	1,997	2,136	-	4,133
AC	O7	158	144	-	302
RES	O7	51	74	-	125
NG	O7	115	169	-	284
AC	O8	100	108	-	208
RES	O8	26	33	-	59
NG	O8	45	67	-	112
AC	O9	46	50	-	96
RES	O9	-	-	-	-
NG	O9	2	-	-	2
AC	O10	13	12	-	25
RES	O10	-	-	-	-
NG	O10	1	-	-	1
TIER 4 TOTAL		18,073	38,725	478	57,276
GRAND TOTAL		791,058	1,577,761	11,500	2,380,319

CIVILIAN DMDC NUMBERS

ARMY, AIR FORCE AND DISA BY PAYPLAN

SOURCE: DEFENSE CIVILIAN PERSONNEL DATA SYSTEM (DCPDS)

TIME FRAME:
201109

					TOTAL
		AIR FORCE	ARMY	DISA	
PAYPLAN	GRADE	44	2885	0	2929
AD Administratively determined rates	0				
	21	118	0	0	118
	22	116	0	0	116
	23	110	0	0	110

	24	104	0	0	104
	25	89	0	0	89
	26	2	0	0	2
	27	1	0	0	1
	28	1	0	0	1
CA Board of contract appeals	1	0	1	0	1
	2	0	2	0	2
	3	0	20	0	20
DB Demonstration Engineers and Scientists	1	0	134	0	134
	2	0	720	0	720
	3	0	3661	0	3661
	4	0	3370	0	3370
	5	0	277	0	277
	6	0	2	0	2
DE Demonstration engineers and scientists technicians	1	0	287	0	287
	2	0	510	0	510
	3	0	1556	0	1556
	4	0	346	0	346
	5	0	34	0	34
DJ Demonstration Administrative	1	0	5	0	5
	2	0	332	0	332
	3	0	589	0	589
	4	0	253	0	253
	5	0	27	0	27
DK Demonstration general support	1	0	96	0	96
	2	0	400	0	400
	3	0	216	0	216
	4	0	26	0	26
DO Business Management and Professional Career Path, AF Researc	1	75	0	0	75
	2	227	0	0	227
	3	65	0	0	65
	4	19	0	0	19
DR Demonstration Air Force Scientist & Engineer	1	199	0	0	199

	2	990	0	0	990
	3	1109	0	0	1109
	4	604	0	0	604
DU Mission Career Support Path, AF Research Lab	1	9	0	0	9
	2	17	0	0	17
	3	12	0	0	12
	4	1	0	0	1
DX	4	14	0	0	14
ED Expert	0	0	24	0	24
EE Expert (Other)	0	29	76	7	112
EF Expert (Other)	0	7	55	0	62
EH Advisory Committee Member	0	39	8	0	47
ES Senior Exec Service	0	189	288	28	505
EX Executive Pay	2	1	1	0	2
	3	1	1	0	2
	4	4	4	0	8
GG Grades similar to General Schedule	11	1	0	0	1
	13	1	0	0	1
	14	2	0	0	2
	15	1	0	0	1
GL GS Empls Grd 3-10 Pd a LEO Spcl Rate Sect403 of FLPRA1990	5	0	23	0	23
	6	0	2	0	2
	7	24	19	0	43
	8	0	1	0	1
	9	31	25	0	56
GM Performance Management and Recognition System	13	0	5	5	10
	14	0	1	8	9
	15	0	2	12	14
GP GS Physicians and Dentists (38 U.S.C. 7431)	12	3	14	0	17
	13	5	62	0	67
	14	36	231	0	267

	15	66	195	0	261
GR GM Physicians and Dentists (38 U.S.C. 7431)	13	0	3	0	3
GS General Schedule	1	23	132	0	155
	2	73	410	1	484
	3	371	841	13	1225
	4	2338	9817	58	12213
	5	7232	13923	51	21206
	6	6055	12771	19	18845
	7	10905	23401	195	34501
	8	1882	4522	53	6457
	9	16374	25136	260	41770
	10	1464	2599	3	4066
	11	23017	34404	478	57899
	12	26606	36995	1750	65351
	13	16701	26545	1990	45236
	14	5180	9382	936	15498
	15	1732	3023	431	5186
IA Defense Civilian Intelligence Personnel	1	264	312	0	576
	2	556	459	0	1015
	3	2699	3343	0	6042
	4	2252	2551	0	4803
	5	320	275	0	595
IE Senior Intelligence Executive Service Program	0	21	10	0	31
IG Inspector General	0	0	1	0	1
IP Senior Intelligence Professional Program	0	35	36	0	71
NH Business management & technical mngt prof	0	16	0	0	16
	1	0	3	0	3
	2	663	466	0	1129
	3	1313	3611	0	4924
	4	326	3202	0	3528

NJ Technical management support	2	68	5	0	73
	3	204	1	0	205
	4	29	9	0	38
NK Administration Support	0	3	0	0	3
	1	21	1	0	22
	2	231	202	0	433
	3	18	121	0	139
SL Senior Level Positions	0	18	3	0	21
SR Statutory rates not elsewhere specified	0	0	2	0	2
ST Scientific and professional	0	27	41	0	68
WA Navigation Lock and Dam Operation and maintenance supervisor	8	0	15	0	15
	9	0	7	0	7
	10	0	61	0	61
	11	0	44	0	44
	14	0	8	0	8
	16	0	2	0	2
WB Wage positions under FWS not otherwise designated	0	6	1217	0	1223
WD Production facilitating non-supervisory Federal Wage System	2	0	10	0	10
	3	0	5	0	5
	4	0	1	0	1
	5	1	23	0	24
	6	3	81	0	84
	7	0	22	0	22
	8	3	65	0	68
WG Non-supervisory pay schedule Federal Wage System	1	13	47	0	60
	2	136	387	0	523
	3	492	346	0	838

	4	192	578	0	770
	5	1150	3123	0	4273
	6	1391	3189	0	4580
	7	1527	2653	0	4180
	8	3558	7559	0	11117
	9	2371	3810	0	6181
	10	19474	12447	0	31921
	11	4902	4636	1	9539
	12	3371	1866	0	5237
	13	870	250	0	1120
	14	34	17	0	51
	15	1	1	0	2
WJ Hopper Dredge Schedule, Supervisory Federal Wage System	3	0	4	0	4
	4	0	5	0	5
	5	0	7	0	7
	7	0	20	0	20
	8	0	27	0	27
	10	0	4	0	4
	11	0	12	0	12
	14	0	5	0	5
	15	0	8	0	8
	16	0	7	0	7
WK Hopper Dredge Schedule non- supervisory	5	0	3	0	3
	6	0	2	0	2
	7	0	2	0	2
	8	0	21	0	21
	10	0	26	0	26
	11	0	3	0	3
	12	0	1	0	1
	13	0	6	0	6
WL Federal Wage schedule leader	2	3	34	0	37
	3	0	22	0	22
	4	13	16	0	29
	5	14	117	0	131
	6	47	142	0	189
	7	38	116	0	154

	8	143	271	0	414
	9	241	350	0	591
	10	1296	923	0	2219
	11	341	588	0	929
	12	107	72	0	179
	13	30	12	0	42
	14	1	1	0	2
	15	1	0	0	1
WN Production facilitating supervisory Federal Wage System	7	0	9	0	9
WO Navigational Lock and Dam Operation and maintenance position	8	0	9	0	9
	9	0	5	0	5
	10	0	28	0	28
	11	0	29	0	29
WQ Aircraft, Electronic, and Optical Equipmen repair supervisor	10	6	2	0	8
	11	0	1	0	1
	12	1	0	0	1
	14	3	0	0	3
WR Aircraft, Electronic and Optical Equipment repair leader	10	2	1	0	3
WS Supervisory Pay Schedules Federal Wage System	1	1	8	0	9
	2	19	8	0	27
	3	13	15	0	28
	4	21	43	0	64
	5	52	76	0	128
	6	119	258	0	377
	7	122	106	0	228
	8	257	194	0	451
	9	1051	370	0	1421
	10	1943	1370	0	3313
	11	523	692	0	1215
	12	326	203	0	529
	13	268	141	0	409

	14	404	118	0	522
	15	90	109	0	199
	16	70	20	0	90
	17	37	17	0	54
	18	10	5	0	15
	19	0	1	0	1
WT Apprentices and Shop trainees Federal Wage System	0	0	108	0	108
WU Aircraft, Electronic and Optical Equipment repair non-super	8	0	3	0	3
	9	1	0	0	1
	10	36	20	0	56
	11	7	8	0	15
	12	11	6	0	17
	13	2	0	0	2
WY USACE:L/D O&M nsup FWS	3	0	30	0	30
	4	0	5	0	5
	5	0	44	0	44
	6	0	21	0	21
	7	0	23	0	23
	8	0	426	0	426
	9	0	693	0	693
	10	0	126	0	126
	11	0	100	0	100
	12	0	5	0	5
XF Floating Plant Schedule, non-supervisory FWS	2	0	20	0	20
	3	0	3	0	3
	4	0	72	0	72
	5	0	19	0	19
	6	0	135	0	135
	7	0	33	0	33
	8	0	78	0	78
	9	0	49	0	49
	10	0	82	0	82
	11	0	58	0	58
	12	0	50	0	50
	13	0	3	0	3

	14	0	3	0	3
XG Floating Plant Schedule leader FWS	4	0	4	0	4
	6	0	16	0	16
	8	0	6	0	6
	9	0	2	0	2
	10	0	1	0	1
	11	0	6	0	6
XH Floating Plant Schedule, Supervisory FWS	6	0	10	0	10
	7	0	41	0	41
	8	0	70	0	70
	9	0	33	0	33
	10	0	32	0	32
	11	0	35	0	35
	12	0	34	0	34
	13	0	19	0	19
	14	0	18	0	18
	15	0	16	0	16
	16	0	14	0	14
17	0	5	0	5	
YA Standard Career Group- Professional/Analytic al Pay Schd	1	0	20	0	20
	2	2	849	0	851
	3	0	49	0	49
YB Standard Career Group- Technician/Support Pay Schedule	1	1	39	0	40
	2	0	71	0	71
YC Standard Career Group- Supervisor/Manager Pay Schedule	1	0	47	0	47
	2	0	269	0	269
	3	0	15	0	15
YD Scientific and Engineering Career Grp-Professional Pay Schd	2	0	7	0	7

	3	0	1	0	1
YE Scientific and Engineering Career Grp-Tech Support Pay Schd	3	1	1	0	2
YF Scientific and Engineering Career Grp-Supervsr/Mngr Pay Schd	2	0	2	0	2
YG Medical Career Group-Physician/Dentist Pay Schedule	2	1	672	0	673
	3	0	13	0	13
YH Medical Career Group-Professional Pay Schedule	1	0	30	0	30
	2	0	2857	0	2857
	3	0	10	0	10
YI Medical Career Group-Technician/Support Pay Schedule	1	0	264	0	264
	2	0	89	0	89
YJ Medical Career Group-Supervisor/Manager Pay Schedule	1	0	118	0	118
	2	0	485	0	485
	3	0	3	0	3
	4	0	119	0	119
YM Investig & Protective Car Grp-Police/Security Grd Pay Schd	1	1	0	0	1
ZZ Not applicable	0	1	39	0	40
TOTAL		180575	293133	6299	480007

PRODUCED BY THE DEFENSE MANPOWER DATA CENTER ON 20120508
DRS #52999

MILITARY DMDC NUMBERS

**Active Duty Army and Air Force
Personnel End Strength***

By Pay Grade and
Service

Data as of

September 30, 2011

Source: Active Duty Personnel Master File

PAY GRADE	ARMY	AIR FORCE	TOTAL
E01	11,947	9,993	21,940
E02	28,831	4,792	33,623
E03	71,629	51,905	123,534
E04	147,112	51,390	198,502
E05	83,277	70,153	153,430
E06	64,432	41,603	106,035
E07	40,483	25,743	66,226
E08	12,230	5,148	17,378
E09	3,664	2,616	6,280
O01	10,167	6,728	16,895
O02	9,382	7,219	16,601
O03	29,994	23,222	53,216
O04	17,163	14,521	31,684
O05	9,941	9,916	19,857
O06	4,434	3,555	7,989
O07	144	158	302
O08	108	100	208
O09	50	46	96
O10	12	13	25
W01	2,388	0	2,388
W02	6,694	0	6,694
W03	3,551	0	3,551
W04	2,592	0	2,592
W05	620	0	620
TOTAL	560,845	328,821	889,666

* All active duty personnel included are part of official Active component strength as defined in DoD Instruction 1120.11.

Not included are: prisoners of war, missing personnel, deserters, confined personnel and personnel on appellate leave.

PART B PRICING MODEL

PART B Pricing Model is attached. CLINS 0001, 1001, and 2001 shall only be ordered by the ARMY CONTRACTING COMMAND – NATIONAL CAPITAL REGION (ACC-NCR) on behalf of the ARMY, AIR FORCE AND DISA.

Base Period: 1 November 2012 through 31 October 2013
 Option Period 1: 1 November 2013 through 31 October 2014
 Option Period 2: 1 November 2014 through 31 October 2015

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Army, Air Force and DISA Enterprise FFP Enhanced Desktop and Enterprise Software Assurance. BASE: 01 Nov 2012 - 31 Oct 2013. See Attachment 1 for Product Listing. Three (3) enrollments will be funded by SubClin. CLIN TO BE ORDERED BY ARMY CONTRACTING COMMAND - NATIONAL CAPITAL REGION ONLY FOB: Destination	1	Lot	\$151,708,068.53	\$151,708,068.53
NET AMT					\$151,708,068.53

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot	\$33,239,207.40	\$33,239,207.40 NTE
	Army, Air Force & DISA Single Item L+SA FFP				
	Single Item License Plus Software Assurance. Base Period: November 1, 2012 - October 31, 2013. See Attachment 1 for Product Listing.				
	FOB: Destination				

NET AMT	\$33,239,207.40
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	\$20,803,366.65	\$20,803,366.65 NTE
	Army, Air Force & DISA Single SA Renewal FFP				
	Single Item Software Assurance Renewal. Base Period: November 1, 2012 - October 31, 2013. See Attachment 1 for Product Listing.				
	FOB: Destination				

NET AMT	\$20,803,366.65
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					\$0.00
	Army, Air Force & DISA Single License FFP				
	Single License - No Software Assurance. Base Period: November 1, 2012 - October 31, 2013. See Attachment 1 for Product Listing. This line item will be priced per order.				
	FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Army, Air Force and DISA Enterprise FFP Enhanced Desktop and Enterprise Software Assurance. Option Period 1: November 1, 2013 - October 31, 2014. See Attachment 1 for Product Listing. Three (3) enrollments will be funded by SubClin. CLIN TO BE ORDERED BY ARMY CONTRACTING COMMAND - NATIONAL CAPITAL REGION ONLY FOB: Destination	1	Lot	\$151,708,068.53	\$151,708,068.53

NET AMT	\$151,708,068.53
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Army, Air Force & DISA Single Item L+SA FFP Single Item License Plus Software Assurance. Option Period 1: November 1, 2013 - October 31, 2014. See Attachment 1 for Product Listing. FOB: Destination	1	Lot	\$33,239,207.40	\$33,239,207.40 NTE

NET AMT	\$33,239,207.40
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Lot	\$20,803,366.65	\$20,803,366.65 NTE
OPTION	Army, Air Force & DISA Single SA Renewal FFP Single Item Software Assurance Renewal. Option Period 1: November 1, 2013 - October 31, 2014. See Attachment 1 for Product Listing. FOB: Destination				
				NET AMT	\$20,803,366.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004					\$0.00
OPTION	Army, Air Force & DISA Single License FFP Single License - No Software Assurance. Option Period 1: November 1, 2013 - October 31, 2014. See Attachment 1 for Product Listing. Priced per order. FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Lot	\$151,708,068.53	\$151,708,068.53
OPTION	Army, Air Force and DISA Enterprise FFP Enhanced Desktop and Enterprise Software Assurance. Option Period 2: November 1, 2014 - October 31, 2015. See Attachment 1 for Product Listing. Three (3) enrollments will be funded by SubClin. CLIN TO BE ORDERED BY ARMY CONTRACTING COMMAND - NATIONAL CAPITAL REGION ONLY FOB: Destination				
					NET AMT
					\$151,708,068.53

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Lot	\$33,239,207.40	\$33,239,207.40 NTE
OPTION	Army, Air Force & DISA Single Item L+SA FFP Single Item License Plus Software Assurance. Option Period 2: November 1, 2014 - October 31, 2015. See Attachment 1 for Product Listing. FOB: Destination				
					NET AMT
					\$33,239,207.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Lot	\$20,803,366.65	\$20,803,366.65 NTE
OPTION	Army, Air Force & DISA Single SA Renewal FFP Single Item Software Assurance Renewal. Option Period 2: November 1, 2014 - October 31, 2015. See Attachment 1 for Product Listing. FOB: Destination				
NET AMT					\$20,803,366.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004					\$0.00
OPTION	Army, Air Force & DISA Single License FFP Single License - No Software Assurance. Option Period 2: November 1, 2014 - October 31, 2015. See Attachment 1 for Product Listing. Priced per order FOB: Destination				
NET AMT					\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government

2002	Destination	Government	Destination	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2012 TO 31-OCT-2013	N/A	W4NJ USA CHIEF INFO OFF G6 W4NJ USA CHIEF INFO OFF G6 107 ARMY PENTAGON RM 1A271 WASHINGTON DC 20310-0107 703-545-0372 FOB: Destination	W81MR8
0002	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
0003	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
0004	N/A	N/A	N/A	N/A
1001	POP 01-NOV-2013 TO 31-OCT-2014	N/A	W4NJ USA CHIEF INFO OFF G6 W4NJ USA CHIEF INFO OFF G6 107 ARMY PENTAGON RM 1A271 WASHINGTON DC 20310-0107 703-545-0372 FOB: Destination	W81MR8
1002	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
1003	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
1004	N/A	N/A	N/A	N/A
2001	POP 01-NOV-2014 TO 31-OCT-2015	N/A	W4NJ USA CHIEF INFO OFF G6 W4NJ USA CHIEF INFO OFF G6 107 ARMY PENTAGON RM 1A271 WASHINGTON DC 20310-0107 703-545-0372 FOB: Destination	W81MR8
2002	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8

2003	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MR8
2004	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-7	Central Contractor Registration	AUG 2012
52.213-1	Fast Payment Procedure	MAY 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.233-3	Protest After Award	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) 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.

(End of clause)