

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>			1. REQUISITION NUMBER		PAGE 1 OF 64		
2. CONTRACT NO. W91QUZ-09-A-0004-P00003		3. AWARD/EFFECTIVE DATE 30-Jun-2009	4. ORDER NUMBER		5. SOLICITATION NUMBER W91QUZ-09-R-0022	6. SOLICITATION ISSUE DATE 09-Jun-2009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME STEVEN EWING			b. TELEPHONE NUMBER (No Collect Calls) 703-325-0262	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 22 Jun 2009	
9. ISSUED BY NCRCC - ITEC4 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700 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 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE ITEM 9				CODE
17a. CONTRACTOR/OFFEROR SOFTMART GOVERNMENT SERVICES, INC. ANDREW ROHRBOUGH 450 ACORN LANE DOWNTOWN PA 19335 TEL. (610) 518-4000 X 6492		CODE 1LW45	18a. PAYMENT WILL BE MADE BY SEE ITEM 9				CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 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) \$203,447,202.49			
<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 <u>0</u> COPIES <input type="checkbox"/> 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 type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 30-Jun-2009		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Steven Ewing / Contracting Officer TEL: 703-325-0262 EMAIL: Steven.Ewing@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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SF 30 CONTINUATION

The purpose of this modification is to add the following items to Part B Schedule of Supplies:

1) From Date of Award through 30 September 2009 -

DOD ESI Base CLIN: A068AC, Office Groove ALNG SA MVL (SA Renewal)
Microsoft Office Groove Single Software Assurance Microsoft Volume License
Microsoft SKU: 79T-00922

DOD ESI Base CLIN: C182AC, Office Groove Server ALNG SA MVL (SA Renewal)
Microsoft Groove Server Single Software Assurance Microsoft Volume License
Microsoft SKU : YYB-00243

DOD ESI Base CLIN: C237AC, System Center Data Protection Management License SA Standard Per OSE
Microsoft Sys Ctr Data Prtcn Mgr Svr ML Std Sngl Software Assurance Microsoft Volume License Per OSE
Microsoft SKU: CVA-00051

DOD ESI Base CLIN: C236AC, System Center Data Protection Management License SA Enterprise Per OSE
Microsoft Sys Ctr Data Prtcn Mgr Svr ML Ent Sngl Software Assurance Microsoft Volume License Per OSE
Microsoft SKU: CGA-00036

DOD ESI Base CLIN: C200AF, SysCtrOpsMngrCltML ALNG SA MVL Per OSE
Microsoft Sys Ctr Ops Mgr Clt Mgmt Lic Sngl Software Assurance Microsoft Volume License Per OSE
Microsoft SKU: 9TX-00629

2) From Date of Award through 31 October 2009 –

DOD ESI Base CLIN: S005AA, WinVECD SNGL SubsML MVL PerDvc (Monthly Subscription)
Microsoft Windows VECD Sngl Monthly Subcriptions-Volume License Microsoft Volume License Per Device Per
Device
Microsoft SKU: DAT-00006

DOD ESI Base CLIN: C258AB, SysCtrVMMWkgrp SNGL LicSAPk MVL
Microsoft Sys Ctr VMM Wkgrp Sngl License/Software Assurance Pack Microsoft Volume License
Microsoft SKU: SNA-00158

DOD ESI Base CLIN: C286AB, SysCtrVMM Svr Mgmt Lic Ent Lic/SA Pack MVL
Microsoft Sys Ctr VMM Svr Mgmt Lic Ent Sngl License/Software Assurance Pack Microsoft Volume License
Microsoft SKU: CJA-00518

Section SF 1449 - CONTINUATION SHEET

PART A**TABLE OF CONTENTS****MS ELA-2 Blanket Purchase Agreement**

PART	DESCRIPTION
	1
	1.1.1 PART A:
	Contract/Order for Commercial Items Cover Sheet
A	Table of Contents
	PART B: SCHEDULE OF SUPPLIES
B	Part B CLIN List and Pricing Terms
	2 PART C: TERMS AND CONDITIONS
C	Terms, Conditions, and special requirements
Attachment A	Reserved
Attachment B	Program Agreement
Attachment C	Report of Sales – Standard Format
Attachment D	Fees and Payments
Attachment E	License Agreement/Product Use Right (PUR) v.2
	PART D: STATEMENT OF WORK AND ATTACHMENTS
D	MS ELA-2 Statement of Work (SOW)
Appendix A	Microsoft License Workflow Process
Appendix B	Sample xml format for Orders

OPTION TO EXTEND**Option to Extend the Term of the BPA**

- (a) The Government may extend the term of this BPA by written notice to the Contractor prior to expiration of the BPA.
- (b) If the Government exercises this option, the extended BPA shall be considered to include this option clause.
- (c) The total duration of this BPA, including the exercise of any options under this clause, shall not exceed 5 years and four months.

(End of Clause)

AMC LEVEL PROTEST
AMC-LEVEL PROTEST

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if files at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Material Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Fax Number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Material Command
Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA
22060-5527

The AMC-level protest Procedures are found at:

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

If Internet access is not available, contact the contracting office or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

PART D

US Army Microsoft Enterprise Licensing Agreement - 2 (MS ELA - 2)

Statement of Work (SOW)

1 INTRODUCTION

- 1.1 BACKGROUND
- 1.2 BPA STRUCTURE

2 SCOPE

- 2.1 SOFTWARE LICENSE MANAGEMENT SYSTEM
- 2.2 MICROSOFT SOFTWARE DISTRIBUTION
- 2.3 ARMY GOLDEN MASTER DISTRIBUTION
- 2.4 SLMS WEBSITE SERVICE LEVEL AGREEMENT
- 2.5 SLMS WEBSITE MINIMUM DOWNLOAD REQUIREMENTS
- 2.6 SYSTEM SERVICE OPERATION

3 PRODUCTS AND SERVICES REQUIREMENTS

- 3.1 ENTERPRISE LICENSES
- 3.2 SOFTWARE ASSURANCE (SA)
- 3.3 ADDITIONAL LICENSE REQUIREMENTS

4 BPA REQUIREMENTS

- 4.1 TEMPORARY USE OF SOFTWARE DURING TEMPORARY EXPEDITIONARY DEPLOYMENTS
- 4.2 ENTERPRISE OICENSE TRANSFERABILITY RIGHTS

5 SECURITY REQUIREMENTS

- 5.1 SYSTEM CONFIDENTIALITY, DATA INTEGRITY AND AUDIT REQUIREMENTS
- 5.2 US ARMY AUDIT REQUESTS

6 PROGRAM MANAGEMENT

- 6.1 TASK ORDER MANAGEMENT
- 6.2 TECHNICAL MANAGEMENT

6.3 REPORTING6.4 CONTRACTOR PROGRAM MANAGEMENT6.5 PROGRAM MANAGEMENT REVIEWS (PMRS) AND CONFERENCES**7 SALES LEAKAGE****8 REFERENCES, STANDARDS AND POLICIES**

8.1 ARMY MICROSOFT ELA PROCESS AND PROCEDURE REFERENCES

8.2 FEDERAL AND ARMY POLICY DOCUMENTS

8.3 ARMY ENTERPRISE STANDARDIZATION

8.4 STANDARDS AND POLICIES

9 DEFINITION LIST**1 INTRODUCTION****2.1 BACKGROUND**

The United States Army (US Army) contracted with Softmart Government Services, Inc. to provide Microsoft software products and services. The period of performance was awarded for one base year and five option years ending 29 MAY 09. Throughout the six year period, the Army procured Army Command (ACOM) level funded licenses and software assurance. Additionally, individual ACOMs and Activities procured Single Item CLIN licenses. US Army customers order Microsoft licenses through a web based e-form on the website of the Product Director, Computer Hardware Enterprise Software and Solutions (PD CHESS). PD CHESS is the only authorized resale point for Microsoft licenses to the US Army. The agreement further serviced the US Army as the distribution point for the Army Golden Master (AGM) which are the Army standard configurations for desktops and servers. Both desktop and server configurations are distributed through bi-annual physical media shipments and monthly electronic downloads.

2.2 BPA STRUCTURE

The Army's Microsoft Enterprise License Agreement – 2 consists of a single award Blanket Purchase Agreement with a base period plus options. Ordering will be decentralized, except for the primary enterprise software assurance which will be ordered by ITEC4.

3 SCOPE

The scope of the requirement covers the Total Army which includes Army Commands, Army Service Component Commands, Army National Guard, Headquarters Department of Army, and Direct Reporting Units. Included in these categories are military, civilian, and contractor personnel (See paragraph 8.2 (5)). Additionally, the Total Army includes Joint organizations where the Army is the Executive Agent and authorized Army Contractors purchasing on behalf of the above organizations. The coverage of this requirement applies to Continental United States (CONUS) and Outside the Continental United States (OCONUS) sites. The Contractor will provide a website to process individual Army orders online as part of the

software license management system (SLMS). The Contractor will deliver the AGM and Microsoft software through an electronic software download location. The Contractor will ensure data is located in a secure server environment meeting all US Army data regulations to include storage, clearing, purging, destroying, or disposing of media provided by the US Army (ref AR 25-2).

3.1 SOFTWARE LICENSE MANAGEMENT SYSTEM

The Contractor shall provide and maintain a website to manage the Army Microsoft licenses within 60 days of contract award. The website shall be considered operational when the following criteria 2.1-8 are functional through a CAC enabled login process. The Contractor shall provide suggested solutions for a website including single sign on requiring US Army customers to log in via CAC authentication or Army knowledge Online (AKO) login credentials. Army users shall use the SLMS to perform license approvals, reporting review, user administrator functions and software media downloads. The user interface (UI) will meet the Office of Management and Budget procurement policy as it pertains to Section 508, of the Rehabilitation Act of 1973 (see paragraph 8.2 (3)). Additionally, the UI will include a user help function, and provide training based on user roles. US Army will define the list of approved website users, define user role types and provide administration level management through the site. The site will track and control orders entering the approval queue through final Army approval or rejection (Ref Appendix A). Army will define key workflow processes; however it can request process changes as necessary. The following key workflow processes shall be included in the system designed by the Contractor:

- 1) Microsoft license order review and tracking capability.
- 2) License order approval administration: including customer email notification, status updates, program newsflashes and approval categories (hold, pending, approved & rejected).
- 3) License transfer capability. The capability shall allow for the posting of unused licenses (licenses no longer required) and making those licenses available for other Army activities. Army requiring activities will be required to check for license transfer availability prior to placing an order for a new license. All requirements for new licenses will be fulfilled through license transfer.
- 4) User role based administration functions as defined by the US Army.
- 5) Real-time centralized license reporting through pre-defined reports and Ad Hoc queries as defined by the US Army. At minimum, reporting capabilities will include order status, overall Enterprise level license statistics, Ad Hoc license statistics, access to historical data, and POC and Administrator query capabilities.
- 6) License order payment tracking.

- 7) Microsoft software distribution through electronic download. The Contractor is encouraged to explore alternative modes of electronic download capabilities to assist Army in providing service to sites with bandwidth challenges. Methods of providing service may include Global Broadcast Service (GBS) satellite, FTP, or using multiple server download points to compensate for low bandwidth in outlying areas (see paragraph 2.2).
- 8) Distribution of the AGM through electronic download and physical media shipments. US Army will identify the authorized recipients of the Army Golden Master (see paragraph 2.3).
- 9) New and unnamed licensing model types such as Software as a Service, licensing subscriptions or future unnamed licensing model types must be accommodated for on the website in the same manner in which conventional license ordering, tracking and distribution will be managed. For example, if the Army transitions from Exchange Server email to Exchange on-line (BPOS). The Contractor will provide one repository for all US Army Microsoft license purchases regardless of licensing model.
- 10) The Contractor shall provide website end user support which will include delivering training through online demonstration or an alternative training method as suggested by the Contractor. Training will take into consideration Army users technical skill sets range from novice to expert. First phase of the training will be available to Army users when the SLMS website has been developed no later than 60 days after contract award. Training will be updated by the Contractor if changes to the website significantly impact the overall usability of the website. An online training manual and help reference guide will be maintained on the website for users during the BPA contract term.
- 11) The Contractor shall provide for SLMS data recovery and COOP planning in accordance with AR 25-2 (see paragraph 8.2 (1)).
- 12) The electronic software download (ESD) site will meet at least the minimum service level agreement set forth in the service level agreement description (Ref 2.4).
- 13) Utilize a database to support the SLMS. The database will accommodate all historical licensing records and scale to house new records generated during the BPA contract term. The historical records will be provided to the awardee in the form of a tab delimited text file. This will include approximately 53 text files with an approximate total size for all files of 100MB.
- 14) The electronic software download website shall support file types as utilized currently by the government in accordance with AR 25-2 (see paragraph 8.2(1))."

- 15) The contractor shall provide PD CHESS with the approved order information in an XML format similar to the example provided in Appendix B.
- 16) At the end of the BPA, the contractor will work PD CHESS to reconcile all order information and provide all data housed by the contractor to PD CHESS in an agreed upon format.

3.2 MICROSOFT SOFTWARE DISTRIBUTION

The Contractor shall distribute the Microsoft products owned by the Army. 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 Government will identify to the Contractor authorized recipients of the Microsoft software.

- 1) The primary distribution method of the Microsoft software will be via secure electronic download. The download site will be available 24/7/365 with support failover. Access to the download site will include single sign-on requiring US Army customers to log in via Common Access Card (CAC) authentication or Army knowledge Online (AKO) login credentials to ensure only authorized individuals, as assigned by the Army, have access to the Microsoft software distribution site. To account for sites that have limited bandwidth or connectivity issues, Army organizations can request a shipment of media for a nominal fee. The contractor must be able to ship the media to Army locations in CONUS and OCONUS.
- 2) The Contractor's download site should be able to support at least 50 concurrent users. The minimum storage space should be no less than required to store all of the software, including services packs, licensed by the Army. Each single product will remain online for download until the Government tells the Contractor to remove the product from the download site. The Contractor will support a minimum bandwidth requirement as defined in the Service Level Agreement (SLA). (Ref 2.4)
- 3) The Contractor will release the software product volume licensing keys (VLK) only to DOIMs or authorized IT service providers designated by the Government. The VLK master listing will be distributed to the designated Government recipients bi-annually with the physical media shipments.

3.3 ARMY GOLDEN MASTER DISTRIBUTION

Background: In August 2006 the Army CIO designated the US Army Golden Master (AGM) program as the single Army source for establishing the Army standard security baseline configurations for all computing environments within the Army Enterprise. In March 2007 the Office of Management and Budget (OMB) directed all federal agencies to adopt the

Federal Desktop Core Configuration (FDCC) security configurations developed by NIST, DHS, and DoD. The AGM and the FDCC are platform agnostic and focus on three main areas: security configurations, security patches, and enterprise licensed applications. The AGM security baseline is built on the FDCC and serves as the mandated configuration all Army IT organizations use to develop organizational configurations to meet mission and operational requirements.

- 1) The Army has a requirement for the Contractor to distribute, in accordance with (IAW) a schedule determined by the Government, the AGM to authorized organizations identified by the Government. The Government will provide an AGM to the Contractor no less than three days prior to the required distribution date.
 - a. The Army requires a secure upload capability to electronically transmit the AGMs to the Contractor.
 - b. The primary distribution method will be via electronic download. The download site will be available 24/7/365 with support failover. Access to the download site will include single sign on requiring US Army customers to login via CAC authentication or Army Knowledge Online (AKO) login credentials to ensure only authorized individuals as designated by the Army have access to the AGM distribution site. A secondary mass physical distribution is required at least twice a year. Distribution dates will be provided by the Government. To account for sites that have limited bandwidth or connectivity issues, Army organizations can request a shipment of media for a nominal fee.
 - c. For each AGM type, the scheduled distribution will be at least once a quarter and no more than once a month. The distribution will consist of multiple desktop and server AGM types and distribution dates may be different. All AGMs will remain available for download until Contractor is notified by the Government to remove an AGM from the download site.

3.4 SLMS WEBSITE SERVICE LEVEL AGREEMENT

US Army, based on recommendations by the Contractor, shall determine the reliability and availability requirements as they pertain to the SLMS website for both order processing and download capabilities. The SLA, at a minimum, will support the following IAW ITIL version 3 processes and metrics.

- 1) SLMS shall utilize Mean Time Between Failures (MTBF) metric
- 2) Institute a Monitor Control Loop
- 3) Provide *Availability Management*; which is responsible for defining, analyzing, planning, measuring and improving all aspects of the availability of IT services.

- 4) Provide *Capacity Management*; which is responsible for ensuring that the capacity of IT services and the IT infrastructure is able to deliver agreed Service Level Targets in a cost effective and timely manner.
- 5) Maintain IT Service Continuity Management (ITSCM) and plan for IT Service Continuity.

3.5 SLMS WEBSITE MINIMUM DOWNLOAD REQUIREMENTS

The Army's current SLMS provides support for the following minimum download requirements:

- 1) Total Mega Bytes (MB) Downloaded annually 14,452,278
- 2) Total MB downloaded per day 639,293
- 3) Total # of file downloads per day 381
- 4) Average file size downloaded 551 MB
- 5) Average time to download = 65 minutes

3.6 SYSTEM SERVICE OPERATION

The Contractor will utilize the ITIL Service Operation Model which utilizes the listed processes for day to day management of the IT system.

- 1) *Incident Management* – is the process responsible for managing the lifecycle for all incidents. The primary objective of the Incident Management is to return the IT service to Customers as quickly as possible.
- 2) *Event Management* – is the process responsible for managing events throughout their lifecycle.
- 3) *Request Management* - or Request Fulfillment is the process utilized to manage customer and user requests that are not the result of an incident.
- 4) *Problem Management* - the process responsible for managing events throughout their lifecycle.
- 5) *Access Management* - grants the authorized user the rights to use a service.

4 PRODUCTS AND SERVICES REQUIREMENTS

4.1 ENTERPRISE LICENSES

Windows Vista Bus Lic/SA

78,042

Windows Vista Bus SA	721,958
Core CAL Device CAL Lic/SA	78,042
Core CAL Device CAL SA	721,958
Project Pro SA	30,000
Visio Pro SA	15,000
Exchange Server Ent SA	800
Office SharePoint Server SA	800
SQL Server Ent Edtn SA 1 Proc Lic	1,200
SQL Server Std Edtn SA 1 Proc Lic	8,000
System Center Config Mgr Server SA	546
System Center Config Mgr Server wSQL SA	154
System Center Config Mgr Server ML Ent SA	50,000
System Center Ops Mgr Server SA	4,760
System Center Ops Mgr Server wSQL SA	40
System Center Ops Mgr Server ML Ent Lic/SA	6,906
System Center Ops Mgr Server ML Ent SA	5,594
System Center Ops Mgr ServerML Std Lic/SA	12,481
System Center Ops Mgr ServerML Std SA	19
Windows Server Ent SA	17,276
Windows Server Std SA	32,724

4.2 SOFTWARE ASSURANCE (SA)

Part B Schedule of Supplies of the RFQ must be used for pricing Army renewal requirements for all estimated Software Assurance renewal quantities. Army renewal requirements may vary from listed quantities. The Army is not obligated to procure Software Assurance for the quantities listed in the Part B Schedule of Supplies.

4.3 ADDITIONAL LICENSE REQUIREMENTS

Over the life of the BPA the Army anticipates a need for new and additional licenses and as such the contractor must be able to withstand and meet the governments 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.

5 BPA REQUIREMENTS

5.1 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 Army to rapidly respond or deploy to support

TEDs. The TED software licenses shall extend to, but not be limited to, deployments away from and 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, 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 Army will ensure the TED software licenses are de-installed and no longer used. The TED software licenses will be centrally managed and controlled through the Computer Hardware, Enterprise Software and Services (CHESS) Program office.

5.2 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 and other DoD Agencies, components, and activities.

6 SECURITY REQUIREMENTS

6.1 SYSTEM CONFIDENTIALITY, DATA INTEGRITY AND AUDIT REQUIREMENTS

All system, data and audit requirements will comply with Army Regulation (AR 25-1). Requirements will be reviewed at time of system development.

6.2 US ARMY AUDIT REQUESTS

The US Army may perform audits on the SLMS at its discretion. Protecting Army data is a force protection issue. The audits will be utilized to ensure proper policies and standards for storing, maintaining and protection of Army unclassified unreleaseable data is adhered to as specified in AR 25-2. Additionally, audits will serve to further ensure log files and audits are maintained and reviewed for all systems and that authentication (for example, password) policies are audited for compliance. The vendor will be notified in advance when Army audits will be conducted. The scope and mission of the audit will be clearly defined and submitted thirty (30) days prior to the audit commencement date.

7 PROGRAM MANAGEMENT

7.1 TASK ORDER MANAGEMENT

PD CHESS is the Software Product Manager for the Army. In that capacity, PD CHESS will provide project management for the BPA.

7.2 TECHNICAL MANAGEMENT

Enterprise Services Directorate (ESD)/Enterprise IT Services (EITS) will be the Technical office.

7.3 REPORTING

The contractor is required to provide a report on actual service levels achieved for the SLMS (see paragraphs 2.4 and 2.5) to the Army Contracting Officer Representative (COR) on a monthly basis for review.

7.4 CONTRACTOR PROGRAM MANAGEMENT

The Contractor will provide a Program Manager (PM) dedicated to servicing the Army BPA. This individual will be required to interface with ESD/EITS, PD CHESS, Army CIO/G-6, and Information Technology, E-Commerce and Commercial Contracting Center (ITEC4). The PM will serve as the main POC for the BPA.

7.5 PROGRAM MANAGEMENT REVIEWS (PMRS) AND CONFERENCES

The contractor shall participate in meetings with the Government to discuss BPA contract status; this includes issues, concerns, improvements, new products, etc. The meetings will be held approximately once each year. Location of the meetings will vary and will be specified by the Government. The contractor shall support the Army through participation in conferences related to this agreement, such as LandWarNet and Army Microsoft Symposium, which are normally held annually. The location for each conference varies and will be specified by the Government.

8 SALES LEAKAGE

The Contractor shall ensure that all sales are processed under the US Army Microsoft Enterprise Licensing Agreement - 2. All quotes to Army customers shall be based off of the Army MS ELA - 2. The Contractor shall establish a process to regularly audit sales to the Army 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 presented as an agenda item during Program Management Reviews (PMRs).

9 REFERENCES, STANDARDS AND POLICIES

The following references, standards, policies and procedures represent the constraints placed on this acquisition. All documents listed are mandatory, as applicable. Applicability is as defined in the document. The list is not all-inclusive. Web links are provided wherever possible. As indicated, a number of documents are still TBD, in draft, and/or evolving.

9.1 ARMY MICROSOFT ELA PROCESS AND PROCEDURE REFERENCES

Army Microsoft de-centralized workflow diagrams provided as Attachment A.

9.2 FEDERAL AND ARMY POLICY DOCUMENTS

- 1) Information Assurance (AR 25-2), 14 November 2003.
http://www.usapa.army.mil/pdffiles/r25_2.pdf
- 2) Army Knowledge Management and Information Technology Management (AR 25-1), 15 July 2005. http://www.usapa.army.mil/pdffiles/r25_1.pdf
- 3) OMB, Section 508 Information: <http://www.section508.va.gov/policy.asp>
- 4) Section 508 – Electronic and Information Technology, 21 December 2000.
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 - Goal 3 -Manage the infostructure as an Enterprise to enhance capabilities and efficiencies
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- a) Army Level
 - i. Configuration Management
 - ii. Server Consolidation
 - iii. Thin Client TECHCON
 - iv. Server TECHCON
 - b) DOD Level
 - i. Electronic Product Environmental Assessment Tool (EPEAT) and the Federal Electronics Challenge, <http://www.epeat.net/> and <http://www.federalelectronicchallenge.net/>
- 20) System Security
- a) Security requirements that shall be accomplished by the Contractor will be per the DoD Information Technology Security Certification and Accreditation Process (DITSCAP) outlined in DoD 8510.1-M (<http://www.dtic.mil/whs/directives/corres/pdf/851001m.pdf>). The Contractor shall transmit and deliver any classified material/reports IAW the National Industrial Security Program Operations Manual (NISPOM) and the Industrial Security Regulation (DoD 5220.22-S-2). Individual system security requirements shall be accomplished as specified in the Task/Delivery Order.

10 DEFINITION LIST

Term	Definition
AGM	US Army Golden Master (AGM) program as the single Army source for establishing the Army standard security baseline configurations for all computing environments within the Army Enterprise.
AKO	Army Knowledge Online is the Army's collaboration and knowledge portal.
CONTRACTOR	A defense contractor (or defense contractor, also sometimes called a military contractor) is a business organization or individual that provides products or services to a defense department of a government.
DESKTOP	Any personal desktop computer, portable computer, workstation or similar device that is used by or for the benefit of the US Army included in its enterprise and that meets the minimum requirements for running any of the enterprise products. Qualified desktops do not include: (i) any computer that is designated as a server and not used as a personal computer, (ii) any system 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 system running an embedded operating system (e.g. Windows 9.x for embedded, Windows XP embedded);
EITS	Enterprise Information Technology Services an Army Directorate reporting to NETCOM/Enterprise Services Directorate
ENT LIC	Enterprise License
ENTERPRISE PRODUCT	A product that is designated by the US Army as a key license utilized in its intended capacity to support the US Army's overall mission.
INTEGRATOR	A system integrator is a person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together, a practice known as System Integration. System integrators may work in many fields but the term is generally used in the information technology (IT) field, the defense industry, or in media.
IT SERVICE PROVIDER	Contractors providing IT Service support to the US Army or DoD.
ITEC4	Information Technology, E-Commerce, and Commercial Contracting Center
LEAKAGE	Purchases by the U.S. Army made outside of the current Army Microsoft Enterprise License Agreement. Purchases are identified under the DoD ESI reports submitted by the nine DoD ESI resellers.

LICENSE	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 KEY	See Product Key.
NETCOM	Network Enterprise Technology Command
PRODUCT KEY	Is a specific software-based key for a certain program or a computer game. It is used to identify that the copy of the program/game is original.
PUR	Product Use rights
TOTAL ARMY	Total Army which includes Army Commands, Army Service Component Commands, Army National Guard, Headquarters Department of Army, and Direct Reporting Units. Included in these categories are military, civilian, and contractor personnel. Additionally, the Total Army includes Joint organizations where the Army is the Executive Agent and authorized Army Contractors purchasing on behalf of the above organizations
TRANSFERABILITY	The ability of moving a software license from one user or device to a different user or device that can be tracked and identified.
VLK	Volume Licensing Key provided by Contractor to the US Army to activate licensed products.
ITIL	ITIL is a set of best practice guidelines for IT Service Management. More information see www.itil.co.uk
MTBF	Mean time between failures is a metric used to measure and report reliability. It is the average time that a configuration item or IT service can perform its agreed function with out interruption.
ITSCM	IT Service Continuity Management is the process responsible for managing risks that could seriously affect IT Services. ITSCM ensures that the IT Service provider can always provide minimum agreed Service Levels by reducing the Risk to an acceptable level and Planning for the Recovery of IT Services.
Monitor Control Loop	The Monitor Control Loop monitors the output of a task, process, IT service or configuration item and compares this to a pre-defined norm. After the comparison is performed, the appropriate action is taken based on the analysis.
MB	When spelled MB, short for megabyte equals 1,048,576 bytes.
Service Operation Model	This model includes a number of processes and functions and is a core ITIL publication.

PART C: 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. The items on this BPA are set forth in Part B Schedule of Supplies. License terms and conditions applicable to products acquired under this BPA are defined in the Program Agreement and the Microsoft License Agreement / Product Use Rights (PUR) to be included as Attachments B and E respectively. 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.

2. Extent of Obligation. The Government is obligated only to the extent of authorized purchases actually made under this 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 6/30/2009 through 10/31/2011. Optional ordering periods from 11/01/2011 through 10/31/2014 may be made available.

5. Pricing Terms. Part B Schedule of Supplies 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. The schedule of supplies, Part B Schedule of Supplies includes desktop configurations and single products as summarized below. The specific terms relating to the new and renewal desktop configurations are fully explained in the Program Agreement, Attachment B to the BPA.

6. Price Reduction (Most Favored Customer Prices). The prices under this 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. License. Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions of PUR (Attachment E) and the terms of the contractor's GSA Schedule. 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. As agreed to with Microsoft, the Army and Microsoft will review changes to the PUR on a quarterly basis. Additional license grants applicable to the desktop configurations and any additional products that are enrolled with the desktop configurations are listed in the Program Agreement included as Attachment B to this BPA. 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. The term of Software Assurance is dictated by the Schedule of Supplies in Part B of the BPA.. 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 Army PD CHESS program office and NETCOM via email.

10. Technology Improvement. The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, 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 Total Army, as defined in Part D, paragraph 2. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of Army end users and must comply with DFARS 208.74. This BPA is also open to Army Contractors authorized to order in accordance with the FAR Part 51.

2. BPA Points of Contact:

2.1 Contracting Office:

Army Contracting Command, NCRCC, ITEC4
2461 Eisenhower Ave
Alexandria, VA 22331

PCO: Steve Ewing
Phone: (703) 325-0262
Fax: (703) 325-3351

PCO: Joann Underwood
Phone: (703) 325-3327

Fax: (703) 428-1681

Email: steven.ewing@us.army.mil Email: joann.underwood@us.army.mil

2.2 Program Management:

Naval Inventory Control Point
Code 0272.5, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Sylvia Neidig
Phone: (717) 605-1548
Fax: (717) 605-4600

PCO: Rod Klinger
Phone: (717) 605-3824
Fax: (717) 605-4600

Email: sylvia.neidig@navy.mil Email: rodney.klinger@navy.mil

Software Product Manager (SPM): or Alternate Point of Contact:
PD CHESS

Building 283 (Squier Hall)

Fort Monmouth, NJ 07703-5605

SPM: Tom Seadeek

Adelia Wardle POC:

Phone: (732) 427-6612

Phone: (732) 427-6793

Fax: (732) 532-5185

Fax: (732) 532-5185

Email: tom.seadeek@us.army.mil Email: adelia.wardle@us.army.mil

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

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 software assurance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or software assurance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws, regulations, and policy. If the required software rights or software assurance 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 assurance outside the DoD ESI, you may seek a waiver from a management official designated by your DoD Component. This BPA is a DoD ESA for Army 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. Ordering 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.

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 purchase through a Brand Name Justification and Approval. Enterprise CLINs shall only be ordered by ITEC4. Single Product CLINs may be ordered for the Army 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 PD CHES website at <https://chess.army.mil> 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 PD CHES in a distributed database environment.
- b. The Contractor shall maintain coordinated and integrated hypertext links to PD CHES from their World Wide Web site(s) to the PD CHES site and shall insure the integrity of any data and information posted on their web sites.
- c. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- d. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as the PD CHES technical requirements, environment and architecture evolve.

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.

E. 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 standard format shown in Attachment C. 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 PD CHESS 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 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 the ESI vehicle are occurring, and

take appropriate action to direct further sales through the ESI 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/>

ATTACHMENT B

Attachment B

PROGRAM AGREEMENT

This is a blanket purchase agreement is for the Army to acquire Microsoft product Licenses. The prices in this blanket purchase agreement (BPA) recognize all entities that are authorized to order under BPA W91QUZ-09-A-0004 as a collective organization. Any reference to “agency” or “affiliate” in this document means any entity of the Total Army as described in the Statement of Work (SOW) attached to the BPA.

1. **Definition:** The Army has perpetual Microsoft Licenses and the rights to the latest version upgrades as of 29 May 2009 from its Enterprise License Agreement (ELA) with SoftMart Government Services Inc. N00104-02-A-ZE84 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 by the Army's new ELA vendor. 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).

2. **Definitions:**

"additional product" means any product other than No-Count enterprise product for which the BPA holder choose to order licenses for the US Army under an enrollment;

"enrollment" means the document that BPA holder submits under this agreement to sign up the US Army for the Enterprise Agreement program and make an initial selection of products for the US Army;

"enterprise" means the US Army identified on an enrollment to include in its enterprise;

"enterprise product" A product that is designated by the US Army in Table 1 (the No-Count Products) as a key license utilized in its intended capacity to support the US Army's overall mission.

"fix(es)" 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 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, or similar device that is used by or for the benefit of the US Army. 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 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.

3. **'No-Count'**: Pursuant to this BPA, the Army may issue orders during a "No-Count" base period during the initial enrollment term for Enterprise Software Assurance. The Army may place orders for Software Assurance for No-Count order periods of 4 months, 12 months, and 12 months, respectively, during the 28 month No-Count base period, unless such Software Assurance expires or is terminated earlier. Notwithstanding anything to the contrary in this BPA, during the No Count period, the following special ordering requirements shall apply only to those products identified in Table 1 (enclosure 1) (hereinafter "No-Count Products):

Within fifteen days following the 28 month No-Count base period or upon termination or expiration of a No-Count order period, the enrolled affiliate must submit:

- a) a true-up order to account for any increase in any of the No-Count Products run by the enrolled affiliate over the quantities listed in Table 1, such increase in the count to be agreed by the parties in good faith, at the prices set forth in Table 2 of the BPA and such increase quantity(-ies) becomes the new No-Count Products quantity(-ies) with respect to the remainder of the initial enrollment term; or

- b) an update statement using a Microsoft form BPA holder provides to show there is no increase in any of the number of No-Count Products run by the Enrolled Affiliate since the effective date of the No Count base period based on the quantities listed in Table 1; or
- c) a statement confirming that Enrolled Affiliate has de-installed the excess No-Count Products over the quantities listed in Table 1; or
- d) an update statement using a Microsoft form BPA holder provides to show there is a decrease in any of the No-Count Products run by the Enrolled Affiliate since the effective date of the No Count base period based on the quantities listed in Table 1 above. Within 15 days after the submission of the update statement, enrolled affiliate, BPA holder, and Microsoft will work together in good faith to accommodate the decrease in the quantities of the No-Count Product.

At the expiration or termination of the initial enrollment term, Army will have placed an order for all Microsoft licenses that it has used under this BPA during the initial enrollment term.

Termination / Expiration of the No-Count Base Period:

The Army may terminate the No-Count Base Period or any option period of the initial term at its convenience prior to expiration of the initial term. In the event of such termination, no termination charges shall apply and no additional payments beyond the termination date are required.

The provisions of this Section 3, No-Count, will in no event extend beyond the date that is 28 months from the effective date of the enrollment unless mutually agreed by Army, BPA Holder, and Microsoft.

The duration of Software Assurance will be described in each order and will expire unless extended by the Army through a follow-on order. For example, if the Army issues an order for the initial 4 month No Count period but does not issue an order to extend the No Count period, the enrollment will automatically expire as of the last day of the initial 4 month term. Alternatively, if the Army issues an order for the initial 4 month No Count period and extends the No Count period by issuing an order for an additional 12 month No Count period, but does not issue an order for the final 12 month No Count period, then the enrollment will automatically expire as of the last day of the sixteenth month of the No Count base period (4 month term plus 12 month term). In the event of expiration, no termination charges shall apply and no additional payments beyond such expiration date are required.

Upon termination or expiration of the enrollment, the Army will retain 100% of the perpetual licenses that it owned at the inception of the BPA. In addition, at the conclusion of the No-Count base period, the Army receives the right to deploy any and all upgrades that

became commercially available for the No-Count products during the No-Count base period for which payment was made in full.

If Army does not submit an order for a subsequent No Count order period, Army will 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 for the No Count Order Period(s) that is proportional to the total of payments made versus total amounts that would be paid if Army submitted orders for the full 28-month No Count base period.

For additional products (i.e., products other than No-Count products), in the event of termination of the BPA by Army, Army will be entitled to Software Assurance coverage for the duration of such coverage for which Army has paid in full.

TERM: The term of the initial enrollment will be 64 months, 06/30/2009 to 10/31/2014, including a No-Count base period of 28 months and three 12-month option periods.

4. **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 applicable License Agreement / Product Use Rights.
5. **How to confirm orders.** Microsoft will publish information about orders placed by the BPA Holder for the Army, 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 point of contact identified on the enrollment for this purpose will be provided access to this site.
6. **License grant** - *what the Army is licensed to run.* Upon the BPA Holder's acceptance of Army's order, the Army has 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.

See Section 3.

The Army 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 No-Count, and (ii) for its rights under Software Assurance, Army will not run products for which it does not already own perpetual licenses.

7. **ADDITIONAL LICENSE TERMS:** The following additional license terms apply to all desktop configurations and additional products purchased as part of a desktop enrollment.
- a. Transfer Rights. The Microsoft License Agreement /Product Use Rights grants the right of license transfer to another agency of the U.S. Government if the enrollee is an agency of the U.S. Government. The Transfer rights of the Microsoft License Agreement /Product Use Rights are clarified to include the right to transfer among DoD Agencies as well as DoD components within Agencies.
 - b. Short Term Transfer. Notwithstanding any other provision in the Microsoft License Agreement/Product Use Rights, enrolled affiliate may not transfer licenses on a short term basis (60 days or less).
 - c. Limitation of Government Liability. To the extent that the Microsoft License Agreement/Product Use Rights (PUR) (attachment E) 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.
 - d. Verifying compliance.
 - i. Right to verify compliance. Enrolled affiliate must keep records relating to the Products enrolled affiliate and its affiliates use under this License Agreement/Product Use Rights. Microsoft has the right to verify compliance with the License Agreement/Product Use Rights, at Microsoft's expense, during the term of the applicable Enrollment and for a period of one year thereafter.
 - ii. Verification process and limitations. To the extent permitted by applicable law, to verify compliance, and upon notification by Microsoft, NETCOM will conduct the verification within 30 days and certify as to the accuracy and completeness of the results. As an alternative, Microsoft can require the US Army to complete Microsoft's self-audit questionnaire relating to the Products enrolled affiliate and any of your affiliates use under the License Agreement/Product Use Rights, but reserve the right to use a verification process as set out above.
 - iii. If the US Army undertakes verification and does not find material unlicensed use (license shortage of 5% or more), Microsoft will not initiate

another verification request of 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 US Army 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 any unlicensed use, enrolled affiliate must promptly order from BPA holder sufficient Licenses to cover such use. If material unlicensed use is found, enrolled affiliate must reimburse Microsoft for the costs Microsoft has incurred in verification, if any, and acquire the necessary additional Licenses via 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.

e. **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 fifteen (15) 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 fifteen 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 desktops).

- f. **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.
- g. **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.
- h. **Army Golden Master Image Authorization.** Notwithstanding anything to the contrary in this agreement or the License Agreement/Product Use Rights, per Enrolled Affiliate’s request, and for the term of the enrollment, Enrolled Affiliate is authorized to re-image the following products, currently free and publicly available for download: (1) Microsoft Silverlight and (2) Microsoft Enterprise

Search 2008 Express (“downloads”) as part of the Army Golden Master Image. These downloads are not Volume Licensing products and the use of such downloads is subject to their respective End User License Agreements. This subsection does not create or extend any warranty or support obligation. All other provisions of the agreement and the applicable License Agreement/Product Use Rights remain in full force and effect

- i. **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. The US Army may also have a third party make and distribute copies in its place, but the US Army is responsible for third-party actions to the same extent it would be if the third party were its employee. The US Army 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.
- j. **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.
 - k. The US Army must have obtained a separate license from the separate source for each copy being replaced.
 - l. 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.
 - m. 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 Army’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.

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.

- n. **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 5% (five 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.*
- o. Special Windows Server 2008 Terminal Server Client Access License (“CAL”) Initial Order. Notwithstanding anything to the contrary contained in the Microsoft Enterprise Agreement, the enrolled affiliate 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*.
- p. Request for Quote (“RFQ”), single enrollment. The BPA holder will submit and Microsoft will accept only one enrollment under this BPA. As required by U.S. Army Contracting Command, ITEC4 and the Computer, Hardware, Enterprise Software and Solutions (CHESS) RFQ W91QUZ-09-R-0022, the term of the BPA will be 64 months, subject to the Army's right to terminate the government BPA for its convenience under applicable law without penalty.
8. **Reorganizations, Consolidations, and Privatizations.** If the number of qualified desktops in an 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 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 in good faith to accommodate its changed circumstances in the context of this agreement.
9. **Software Assurance Membership.** Throughout the term of this BPA , Army automatically qualifies as a member of Microsoft’s Software Assurance Membership

program. Membership may entitle Army to special benefits. These benefits may be subject to additional terms and conditions. For a description of these benefits, Army should consult its Microsoft account manager.

- 10. Survival.** The License Agreement/Product Use Rights and provisions regarding evidence of perpetual licenses, transfer of licenses, compliance verification and obligations on termination or expiration will survive termination or expiration of this BPA or any order.

Enclosure 1 to Attachment B
Table 1 (No Count Products)

Table 1

Windows Vista Bus Lic/SA	78,042
Windows Vista Bus SA	721,958
Core CAL Device CAL Lic/SA	78,042
Core CAL Device CAL SA	721,958
Project Pro SA	30,000
Visio Pro SA	15,000
Exchange Svr Ent SA	800
Office SharePoint Svr SA	800
SQL Svr Ent Edtn SA 1 Proc Lic	1,200
SQL Svr Std Edtn SA 1 Proc Lic	8,000
Sys Ctr Config Mgr Svr SA	546
Sys Ctr Config Mgr Svr wSQL SA	154
Sys Ctr Config Mgr Svr ML Ent SA	50,000
Sys Ctr Ops Mgr Svr SA	4,760
Sys Ctr Ops Mgr Svr wSQL SA	40
Sys Ctr Ops Mgr Svr ML Ent Lic/SA	6,906
Sys Ctr Ops Mgr Svr ML Ent SA	5,594
Sys Ctr Ops Mgr SvrML Std Lic/SA	12,481
Sys Ctr Ops Mgr SvrML Std SA	19
Windows Svr Ent SA	17,276
Windows Svr Std SA	32,724

ATTACHMENT D

FEES AND PAYMENTS

- 1. GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. 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 quarter. 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 monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

3.1 ALL SALES:

The 1% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or .5%) of the 1% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 1% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales.

The contractor shall 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 (*fill in applicable #*)

DoD (*fill in name of agreement*) Enterprise Software Agreement

ACT Fee

For US Postal Service mail or USPS Express Mail:

SPAWARSYSCEN ATLANTIC

Code 54550, Bldg. V-53

Attn: Deborah Midyette

P.O. Box 1376

Norfolk, VA 23501-1376

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

SPAWARSYSCEN ATLANTIC

St. Juliens Creek Annex

Attn: Deborah Midyette, Code 54550

Building 181 Marsh Road

Portsmouth VA 23702-2737

Email a copy of the FMO check to the SPM: Sandra.Sirbu@navy.mil

3.2 ARMY SALES:

The amount of ACT Fee due the Army shall be calculated at 1% of all Army sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*fill in applicable #*)

SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)

PEO Enterprise Information Systems

SFAE-PS-SCP (Attn: Margaret Kirsch)

Squier Hall, Bldg. 283

Fort Monmouth, NJ 07703

Email a copy of the check and letter to: MONM-EISASCPVndrRpts@Conus.army.mil

PART B

Part B Schedule of Supplies is attached. CLINs 0001-0007 are for all ARMY organizations, CLINs 0008-0017 that follow are to be used by **ITEC4 only**.

Base Period: 30 June 2009 – 31 October 2011

Option Period 1: 1 November 2011 - 31 October 2012

Option Period 2: 1 November 2012 - 31 October 2013

Option Period 3: 1 November 2013 - 31 October 2014

ATTACHMENT A

Reserved

ATTACHMENT C

Report of Sales – Standard Format

ATTACHMENT E

License Agreement/Product Use Rights (PUR)

APPENDIX A

Microsoft License Workflow Process

APPENDIX B

Sample xml format for Orders.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		101		\$0.00	\$0.00

Licenses and Software Assurance

FFP

Ordering Period is from date of award through 31 October 2009.

Includes SA through 31 October 2011.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		101		\$0.00	\$0.00

Licenses and Software Assurance

FFP

Ordering Period is from 1 November 2009 through 31 October 2010.

Includes SA through 31 October 2011.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		101		\$0.00	\$0.00

Licenses and Software Assurance
FFP

Ordering Period is from 1 November 2010 through 31 October 2011.

Includes SA through 31 October 2011.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		101		\$0.00	\$0.00

OPTION

License and Software Assurance
FFP

Ordering Period is from 1 November 2011 through 31 October 2012.

Includes SA through 31 October 2014.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		101		\$0.00	\$0.00

OPTION

License and Software Assurance
FFP

Ordering Period is from 1 November 2012 through 31 October 2013.

Includes SA through 31 October 2014.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		101		\$0.00	\$0.00

OPTION

License and Software Assurance
FFP

Ordering Period is from the 1 November 2013 through 31 October 2014.

Includes SA through 31 October 2014.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1		\$0.00	\$0.00 NC

Incentive Letter
FFP

Softmart, 22 June 2009...-Volume IV Section 3

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Windows Vista Business Lic/SA (S002) FFP ENTERPRISE LICENSE	78,042	Each	\$60.31	\$4,706,713.02

CLIN TO BE ORDERED BY ITEC4 ONLY.

WinVistaBsns ALNG UpgrdSAPk MVL wVistaEnt; SKU - 66J-01156
FOB: Destination

NET AMT \$4,706,713.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Core CAL Lic/SA (C009) FFP ENTERPRISE LICENSE	78,042	Each	\$109.07	\$8,512,040.94

CLIN TO BE ORDERED BY ITEC4 ONLY.

Core CAL All Languages Lic/SA Pack MVL Device CAL; SKU - W06-00022
FOB: Destination

NET AMT \$8,512,040.94

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		6,906	Each	\$301.72	\$2,083,678.32

SCOM Server Enterprise OML Lic/SA (C203)
FFP
ENTERPRISE LICENSE

CLIN TO BE ORDERED BY ITEC4 ONLY.

SysCtrMgrSvrMLEnt ALNG LicSAPk MVL; SKU - UAS-00302
FOB: Destination

NET AMT	\$2,083,678.32
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		12,481	Each	\$109.92	\$1,371,911.52

SCOM Server Standard OML Lic/SA (C204)
FFP
ENTERPRISE LICENSE

CLIN TO BE ORDERED BY ITEC4 ONLY.

SysCtrOpsMgrSvrMLStd ALNG LicSAPk MVL; SKU - UAT-00214
FOB: Destination

NET AMT	\$1,371,911.52
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lot	\$25,653,854.89	\$25,653,854.89

ENTERPRISE SOFTWARE ASSURANCE
FFP

ENTERPRISE SOFTWARE ASSURANCE

CLIN TO BE ORDERED BY ITEC4 ONLY.

1) Windows Vista Business SA (S002), 2) Core CAL SA (C009), 3) Project Pro w/1 Project Svr CAL SA (A027), 4) Visio Professional SA (A020), 5) Exchange Svr Ent SA (C013), 6) Office SharePoint Server (formerly SharePoint Portal Svr) SA (C023), 7) SQL Server Enterprise Edition 1 Processor License SA (C116), 8) SQL Server Standard Edition 1 Processor License SA (C122), 9) Windows Server Enterprise SA (C056), 10) Windows Server Standard SA (C058), 11) System Center Configuration Manager Server Management License Enterprise SA (C235), 12) System Center Configuration Manager Server SA (C230), 13) System Center Configuration Manager Server w/SQL SA (C231), 14) System Center Operations Manager Server SA (C201), 15) System Center Operations Manager Server w/SQL SA (C202), 16) Manager Server Enterprise OML SA (C203), 17) System Center Operations Manager Server Standard OML SA (C204).

See corresponding Schedule of Supplies (Part B) for SKU numbers.

SA from 30 June 2009 through 31 October 2009

FOB: Destination

NET AMT

\$25,653,854.89

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lot	\$80,559,501.90	\$80,559,501.90

ENTERPRISE SOFTWARE ASSURANCE
FFP

ENTERPRISE SOFTWARE ASSURANCE

CLIN TO BE ORDERED BY ITEC4 ONLY.

1) Windows Vista Business SA (S002), 2) Core CAL SA (C009), 3) Project Pro w/1 Project Svr CAL SA (A027), 4) Visio Professional SA (A020), 5) Exchange Svr Ent SA (C013), 6) Office SharePoint Server (formerly SharePoint Portal Svr) SA (C023), 7) SQL Server Enterprise Edition 1 Processor License SA (C116), 8) SQL Server Standard Edition 1 Processor License SA (C122), 9) Windows Server Enterprise SA (C056), 10) Windows Server Standard SA (C058), 11) System Center Configuration Manager Server Management License Enterprise SA (C235), 12) System Center Configuration Manager Server SA (C230), 13) System Center Configuration Manager Server w/SQL SA (C231), 14) System Center Operations Manager Server SA (C201), 15) System Center Operations Manager Server w/SQL SA (C202), 16) Manager Server Enterprise OML SA (C203), 17) System Center Operations Manager Server Standard OML SA (C204).

See corresponding Schedule of Supplies (Part B) for SKU numbers.

SA from 1 November 2009 through 31 October 2010

FOB: Destination

NET AMT

\$80,559,501.90

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	ENTERPRISE SOFTWARE ASSURANCE FFP ENTERPRISE SOFTWARE ASSURANCE	1	Lot	\$80,559,501.90	\$80,559,501.90

CLIN TO BE ORDERED BY ITEC4 ONLY.

1) Windows Vista Business SA (S002), 2) Core CAL SA (C009), 3) Project Pro w/1 Project Svr CAL SA (A027), 4) Visio Professional SA (A020), 5) Exchange Svr Ent SA (C013), 6) Office SharePoint Server (formerly SharePoint Portal Svr) SA (C023), 7) SQL Server Enterprise Edition 1 Processor License SA (C116), 8) SQL Server Standard Edition 1 Processor License SA (C122), 9) Windows Server Enterprise SA (C056), 10) Windows Server Standard SA (C058), 11) System Center Configuration Manager Server Management License Enterprise SA (C235), 12) System Center Configuration Manager Server SA (C230), 13) System Center Configuration Manager Server w/SQL SA (C231), 14) System Center Operations Manager Server SA (C201), 15) System Center Operations Manager Server w/SQL SA (C202), 16) Manager Server Enterprise OML SA (C203), 17) System Center Operations Manager Server Standard OML SA (C204).

See corresponding Schedule of Supplies (Part B) for SKU numbers.

SA from 1 November 2010 through 31 October 2011.

FOB: Destination

NET AMT

\$80,559,501.90

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lot	\$80,559,501.90	\$80,559,501.90
OPTION	ENTERPRISE SOFTWARE ASSURANCE FFP ENTERPRISE SOFTWARE ASSURANCE				

CLIN TO BE ORDERED BY ITEC4 ONLY.

1) Windows Vista Business SA (S002), 2) Core CAL SA (C009), 3) Project Pro w/1 Project Svr CAL SA (A027), 4) Visio Professional SA (A020), 5) Exchange Svr Ent SA (C013), 6) Office SharePoint Server (formerly SharePoint Portal Svr) SA (C023), 7) SQL Server Enterprise Edition 1 Processor License SA (C116), 8) SQL Server Standard Edition 1 Processor License SA (C122), 9) Windows Server Enterprise SA (C056), 10) Windows Server Standard SA (C058), 11) System Center Configuration Manager Server Management License Enterprise SA (C235), 12) System Center Configuration Manager Server SA (C230), 13) System Center Configuration Manager Server w/SQL SA (C231), 14) System Center Operations Manager Server SA (C201), 15) System Center Operations Manager Server w/SQL SA (C202), 16) Manager Server Enterprise OML SA (C203), 17) System Center Operations Manager Server Standard OML SA (C204).

See corresponding Schedule of Supplies (Part B) for SKU numbers.

SA from 1 November 2011 through 31 October 2012.

FOB: Destination

NET AMT

\$80,559,501.90

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Lot	\$80,559,501.90	\$80,559,501.90
OPTION	ENTERPRISE SOFTWARE ASSURANCE FFP ENTERPRISE SOFTWARE ASSURANCE				

CLIN TO BE ORDERED BY ITEC4 ONLY.

1) Windows Vista Business SA (S002), 2) Core CAL SA (C009), 3) Project Pro w/1 Project Svr CAL SA (A027), 4) Visio Professional SA (A020), 5) Exchange Svr Ent SA (C013), 6) Office SharePoint Server (formerly SharePoint Portal Svr) SA (C023), 7) SQL Server Enterprise Edition 1 Processor License SA (C116), 8) SQL Server Standard Edition 1 Processor License SA (C122), 9) Windows Server Enterprise SA (C056), 10) Windows Server Standard SA (C058), 11) System Center Configuration Manager Server Management License Enterprise SA (C235), 12) System Center Configuration Manager Server SA (C230), 13) System Center Configuration Manager Server w/SQL SA (C231), 14) System Center Operations Manager Server SA (C201), 15) System Center Operations Manager Server w/SQL SA (C202), 16) Manager Server Enterprise OML SA (C203), 17) System Center Operations Manager Server Standard OML SA (C204).

See corresponding Schedule of Supplies (Part B) for SKU numbers.

SA from 1 November 2012 through 31 October 2013.

FOB: Destination

NET AMT

\$80,559,501.90

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Lot	\$80,559,501.90	\$80,559,501.90
OPTION	ENTERPRISE SOFTWARE ASSURANCE FFP ENTERPRISE SOFTWARE ASSURANCE				

CLIN TO BE ORDERED BY ITEC4 ONLY.

1) Windows Vista Business SA (S002), 2) Core CAL SA (C009), 3) Project Pro w/1 Project Svr CAL SA (A027), 4) Visio Professional SA (A020), 5) Exchange Svr Ent SA (C013), 6) Office SharePoint Server (formerly SharePoint Portal Svr) SA (C023), 7) SQL Server Enterprise Edition 1 Processor License SA (C116), 8) SQL Server Standard Edition 1 Processor License SA (C122), 9) Windows Server Enterprise SA (C056), 10) Windows Server Standard SA (C058), 11) System Center Configuration Manager Server Management License Enterprise SA (C235), 12) System Center Configuration Manager Server SA (C230), 13) System Center Configuration Manager Server w/SQL SA (C231), 14) System Center Operations Manager Server SA (C201), 15) System Center Operations Manager Server w/SQL SA (C202), 16) Manager Server Enterprise OML SA (C203), 17) System Center Operations Manager Server Standard OML SA (C204).

See corresponding Schedule of Supplies (Part B) for SKU numbers.

SA from 1 November 2013 through 31 October 2014.

FOB: Destination

NET AMT

\$80,559,501.90

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-JUN-2009 TO 31-OCT-2009	N/A	N/A FOB: Destination	
0002	POP 01-NOV-2009 TO 31-OCT-2010	N/A	N/A FOB: Destination	
0003	POP 01-NOV-2010 TO 31-OCT-2011	N/A	N/A FOB: Destination	
0004	POP 01-NOV-2011 TO 31-OCT-2012	N/A	N/A FOB: Destination	
0005	POP 01-NOV-2012 TO 31-OCT-2013	N/A	N/A FOB: Destination	
0006	POP 01-NOV-2013 TO 31-OCT-2014	N/A	N/A FOB: Destination	
0007	POP 30-JUN-2009 TO 31-OCT-2014	N/A	N/A FOB: Destination	
0008	POP 30-JUN-2009 TO 31-OCT-2009	N/A	PEO EIS, CHESS TOM SEADEEK BUILDING 283, SQUIER HALL FORT MONMOUTH NJ 07703-5605 732-427-6612 FOB: Destination	W15QPC
0009	POP 30-JUN-2009 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC
0010	POP 30-JUN-2009 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC
0011	POP 30-JUN-2009 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC

0012	POP 30-JUN-2009 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC
0013	POP 01-NOV-2009 TO 31-OCT-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC
0014	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC
0015	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC
0016	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC
0017	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W15QPC

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-7	Central Contractor Registration	APR 2008
52.213-1	Fast Payment Procedure	MAY 2006
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
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
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

WAWF CLAUSE

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

Wide Area Workflow (WAWF) (see instructions below)

Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats
(<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

Other (please specify _____)

DFAS POC and Phone: _____

WAWF is the preferred method to electronically process vendor requests for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [[Contracting Office fill in DFAS location here as indicated on your purchase order/contract](#)] at [[Contracting Office fill in DFAS vendor pay phone number here](#)] or faxed to [[Contracting Office fill in DFAS vendor pay fax phone number here](#)]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate block]

Commercial Item Financing

Construction Invoice (Contractor Only)

Invoice (Contractor Only)

Invoice and Receiving Report (COMBO)

Invoice as 2-in-1 (Services Only)

Performance Based Payment (Government Only)

Progress Payment (Government Only)

Cost Voucher (Government Only)

Receiving Report (Government Only)

Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

Summary Cost Voucher (Government Only)

CAGE CODE: [1LW45]

ISSUE BY DODAAC: [W91QUZ]

ADMIN BY DODAAC: [W91QUZ]

INSPECT BY DODAAC: [W15QPC]

ACCEPT BY DODAAC: [W15QPC]

SHIP TO DODAAC: [N/A]

LOCAL PROCESSING OFFICE DODDAC: [W15QPC]

PAYMENT OFFICE DoDAAC: [[Enter DoDAAC](#)]

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

INSPECTOR: [Tom.Seadeek@us.army.mil]

ACCEPTOR: [Tom.Seadeek@us.army.mil]

RECEIVING OFFICE POC: [Tom.Seadeek@us.army.mil]

CONTRACT ADMINISTRATOR: [erin.foxramirez@us.army.mil]

CONTRACTING OFFICER: [steven.ewing@us.army.mil]

ADDITIONAL CONTACT: [erin.foxramirez@us.army.mil]

For more information contact [joann.underwood@us.army.mil]