

2. Amendment/Modification No. P00005	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ARMY CONTRACTING COMMAND - RI ANGELINE A GRAFF ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62 EMAIL: ANGELINE.A.GRAFF.CIV@MAIL.MIL	Code	W52P1J	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) DELL MARKETING L.P. ONE DELL WAY ROUND ROCK, TX 78682-0001	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-13-A-0014
	<input type="checkbox"/>	10B. Dated (See Item 13) 2013SEP24
Code 3DMD3	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	52.212-4 (c)
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) Robert Saufferer, Contracts Consultant	16A. Name And Title Of Contracting Officer (Type or print) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309) 782-3582
15B. Contractor/Officer robert_saufferer@dell.com <small>Digitally signed by robert_saufferer@dell.com DN: cn=robert_saufferer@dell.com Date: 2016.06.09 12:24:23 -05'00'</small>	15C. Date Signed June 6, 2016
(Signature of person authorized to sign)	16B. United States Of America By _____ (Signature of Contracting Officer)
	16C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 3
	PIIN/SIIN W52P1J-13-A-0014 MOD/AMD P00005	
Name of Offeror or Contractor: DELL MARKETING L.P.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANGELINE A GRAFF
 Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-1540
 Type of Contract 1: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Kind of Modification: G
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 BPA Expiration Date: 2017DEC31

Paying Office: HQ0303
 DFAS-COLUMBUS
 DFAS-CO/JAIQBAC
 ATTN: ROCK ISLAND
 P. O. BOX 182316
 COLUMBUS OH 43218-2316

*** End of Narrative A0000 ***

1. The purpose of modification P00005 to Blanket Purchase Agreement, W52P1J-13-A-0014, is to revise Attachment B Cloud Offering and Price to correct the effective calendar years associated with CLIN 3000 series and CLIN 4000 series. The calendar year identified in CLINs 3001, 3003, 3004, and 3005 is hereby changed from 2015 to 2016. The calendar year identified in CLINs 4001, 4003, 4004, and 4005 is hereby changed from 2015 to 2017 as follows:

CLIN 3001: Microsoft Office 365 Government Community Cloud

This CLIN shall encompass requirements of Paragraphs 1.1 through 1.13 and Paragraph 2. (See Attachment J Cloud Services/Eaas Requirements).

The per user per year price shall not exceed \$29.04 for calendar year 2016.

Prorated pricing shall not exceed \$2.42/Month-effective the first day of each calendar month.

CLIN 3002: Microsoft Office 365 DITAR Infrastructure Setup Fee

This Clin is for new DITAR Instance per user block. Pricing is To Be Determined (TBD) at the delivery order level.

If a delivery order contains option periods, and the Government customer exercises the delivery order's option period(s), the amount of the Infrastructure Setup Fee will be credited against license fees during any applicable option year (typically the first option year).

CLIN 3003: Microsoft Office 365 DITAR Minimum 50,000 users

The per user per year price shall not exceed \$129.72 for calendar year 2016.

Prorated pricing shall not exceed \$10.81/Month-effective the first day of each calendar month.

CLIN 3004: Microsoft Office 365 DITAR Minimum 500,000 users

The per user per year price shall not exceed \$93.48 for calendar year 2016.

Prorated pricing shall not exceed \$7.79/Month-effective the first day of each calendar month.

CLIN 3005: Microsoft Office 365 DITAR Minimum 1,000,000 users

The per user per year price shall not exceed \$78.96 for calendar year 2016.

Prorated pricing shall not exceed \$6.58/Month-effective the first day of each calendar month.

CLIN 4001: Microsoft Office 365 Government Community Cloud

This CLIN shall encompass requirements of Paragraphs 1.1 through 1.13 and Paragraph 2. (See Attachment J Cloud Services/Eaas Requirements).

The per user per year price shall not exceed \$29.04 for calendar year 2017.

Prorated pricing shall not exceed \$2.42/Month-effective the first day of each calendar month.

CLIN 4002: Microsoft Office 365 DITAR Infrastructure Setup Fee

This Clin is for new DITAR Instance per user block. Pricing is To Be Determined (TBD) at the delivery order level.

If a delivery order contains option periods, and the Government customer exercises the delivery order's option period(s), the amount of the Infrastructure Setup Fee will be credited against license fees during any applicable option year (typically the first option year).

CLIN 4003: Microsoft Office 365 DITAR Minimum 50,000 users

The per user per year price shall not exceed \$129.72 for calendar year 2017.

Prorated pricing shall not exceed \$10.81/Month-effective the first day of each calendar month.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-13-A-0014 MOD/AMD P00005	Page 3 of 3
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Name of Offeror or Contractor: DELL MARKETING L.P.

CLIN 4004: Microsoft Office 365 DITAR Minimum 500,000 users
The per user per year price shall not exceed \$93.48 for calendar year 2017.
Prorated pricing shall not exceed \$7.79/Month-effective the first day of each calendar month.

CLIN 4005: Microsoft Office 365 DITAR Minimum 1,000,000 users
The per user per year price shall not exceed \$78.96 for calendar year 2017.
Prorated pricing shall not exceed \$6.58/Month-effective the first day of each calendar month.

2. Except as provided herein, all other terms and conditions remain unchanged.

*** END OF NARRATIVE A0006 ***