

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 37		
2. CONTRACT NO. HC1028-17-A-0002		3. AWARD/EFFECTIVE DATE 06-Nov-2016	4. ORDER NUMBER		5. SOLICITATION NUMBER HC1028-17-R-0004		6. SOLICITATION ISSUE DATE 20-Oct-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LINDSAY E. MUSENBROCK			b. TELEPHONE NUMBER (No Collect Calls) 618-229-9694		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 30 Oct 2016	
9. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406  TEL: FAX:		CODE HC1028	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 511210  SIZE STANDARD: \$38,500,000					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE	16. ADMINISTERED BY  <b>SEE ITEM 9</b>					CODE
17a. CONTRACTOR/OFFEROR INSIGHT PUBLIC SECTOR, INC. 14520 AVION PKWY STE 310 CHANTILLY VA 20151-1114 LISA MCSWAIN TELEPHONE NO. 703-227-2911		CODE 06ZC1	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS-CO/JAQBAC WAWF HQ0131 HTTPS://WAWF.EB.MIL/ COLUMBUS OH 43213				CODE HQ0131
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$0.00</b>			
<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								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. 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)  <i>Carrie M. Ross</i>					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Carrie M. Ross / Contracting Officer TEL: 618-229-9569 EMAIL: carrie.m.ross.civ@mail.mil			31c. DATE SIGNED 06-Nov-2016		

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

Section A - Solicitation/Contract Form

This agreement is entered into this 5th day of November 2016, by the United States of America (the "Government") represented by DISA/DITCO, the Contracting Officer, and Insight Public Sector , a corporation organized and existing under the laws of the State of Arizona (the "Contractor").

AGREEMENT INFORMATION:

AGREEMENT CEILING AMOUNT

\$541,000,000.00

AGREEMENT PERIOD START DATE

01-NOV-2016

AGREEMENT PERIOD END DATE

31-OCT-2019

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each		NSP

Microsoft Enhanced Desktop Configuration  
FFP

The contractor shall provide the Microsoft Enhanced Desktop Configuration for Air Force and DISA as identified in Attachment 1 - Product Price List and Description and in accordance with the Attachment 6 Installment Payment Plan and the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

Software maintenance is effective November 1, 2016. There were no new releases or versions received during the period November 1, 2016 through November 6, 2016. However, the government is entitled to new releases and versions during this period at no additional cost.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each		NSP

Microsoft Software Assurance  
FFP

The contractor shall provide the Microsoft Software Assurance for Air Force and DISA as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

Software maintenance is effective November 1, 2016. There were no new releases or versions received during the period November 1, 2016 through November 6, 2016. However, the government is entitled to new releases and versions during this period at no additional cost.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		NSP

Microsoft License and Software Assurance  
FFP

The contractor shall provide the Microsoft License and Software Assurance for the Agencies as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		NSP

Microsoft Products for 4th Estates  
FFP

The contractor shall provide the Microsoft Products for the 4th Estate Agencies as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION		1	Each		NSP

Microsoft Enhanced Desktop Configuration

FFP  
The contractor shall provide the Microsoft Enhanced Desktop Configuration for Air Force and DISA as identified in Attachment 1 - Product Price List and Description and in accordance with the Attachment 6 Installment Payment Plan and the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Microsoft Software Assurance FFP	1	Each		NSP
<p>The contractor shall provide the Microsoft Software Assurance for Air Force and DISA as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.</p> <p>FOB: Destination</p>					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Microsoft License and Software Assurance FFP	1	Each		NSP
<p>The contractor shall provide the Microsoft License and Software Assurance for the Agencies as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.</p> <p>FOB: Destination</p>					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Each		NSP

OPTION

Microsoft Products for 4th Estates  
FFP

The contractor shall provide the Microsoft Products for the 4th Estate Agencies as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Each		NSP

OPTION

Microsoft Enhanced Desktop Configuration  
FFP

The contractor shall provide the Microsoft Enhanced Desktop Configuration for Air Force and DISA as identified in Attachment 1 - Product Price List and Description and in accordance with the Attachment 6 Installment Payment Plan and the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Microsoft Software Assurance FFP	1	Each		NSP
<p>The contractor shall provide the Microsoft Software Assurance for Air Force and DISA as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.</p> <p>FOB: Destination</p>					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Microsoft License and Software Assurance FFP	1	Each		NSP
<p>The contractor shall provide the Microsoft License and Software Assurance for the Agencies as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.</p> <p>FOB: Destination</p>					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2004		1	Each		NSP
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OPTION Microsoft Products for 4th Estates  
FFP  
The contractor shall provide the Microsoft Products for the 4th Estate Agencies as identified in Attachment 1 - Product Price List and Description and in accordance with the Microsoft Licensing Terms in the following Attachments: Attachment 3 - Microsoft Licensing Terms, Attachment 4 - Product Terms - October 2016, and Attachment 5 - Online Service Terms - October 2016. Delivery requirements will be stipulated on the Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

FOB: Destination

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NET AMT

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-NOV-2016 TO 31-OCT-2017	N/A	N/A FOB: Destination	
0002	POP 01-NOV-2016 TO 31-OCT-2017	N/A	N/A FOB: Destination	
0003	POP 01-NOV-2016 TO 31-OCT-2017	N/A	N/A FOB: Destination	
0004	POP 01-NOV-2016 TO 31-OCT-2017	N/A	N/A FOB: Destination	
1001	POP 01-NOV-2017 TO 31-OCT-2018	N/A	N/A FOB: Destination	
1002	POP 01-NOV-2017 TO 31-OCT-2018	N/A	N/A FOB: Destination	
1003	POP 01-NOV-2017 TO 31-OCT-2018	N/A	N/A FOB: Destination	
1004	POP 01-NOV-2017 TO 31-OCT-2018	N/A	N/A FOB: Destination	
2001	POP 01-NOV-2018 TO 31-OCT-2019	N/A	N/A FOB: Destination	
2002	POP 01-NOV-2018 TO 31-OCT-2019	N/A	N/A FOB: Destination	
2003	POP 01-NOV-2018 TO 31-OCT-2019	N/A	N/A FOB: Destination	
2004	POP 01-NOV-2018 TO 31-OCT-2019	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

DOD JELA BPA TERMS & CONDITION

**Blanket Purchase Agreement (BPA)  
Department of Defense (DoD)  
MS Joint Enterprise License Agreement**

In the spirit of the Federal Acquisition Streamlining Act, the Defense Information Systems Agency (DISA), on behalf of the U.S. DoD Enterprise Software Initiative (ESI) (referred to hereafter as the “Government” or “DoD”) and Insight Public Sector Inc. (the “contractor”) enter into this BPA, which includes all attachments (collectively referred to as the “BPA”) as of the effective date as identified on SF 1449.

Attachments to this BPA will be deemed a part of this BPA (Attachments 1 through 5) and incorporated by reference. Terms defined in this BPA and used in any attachment will have the same meaning as in this BPA. The parties agree the attachments listed below apply to all orders placed under this BPA and are incorporated as binding terms and conditions. Attachments to this agreement are set forth as follows:

- Attachment 1 – Product and Price List
- Attachment 2 – Report of Sales Format (Contractor to report on delivery/call orders per BPA)
- Attachment 3 – Microsoft Licensing Terms
- Attachment 4 – Product Terms – October 2016
- Attachment 5 – Online Service Terms – October 2016
- Attachment 6 - IPP

**A. TERMS AND CONDITIONS**

1. Pursuant to GSA FSS contract number GS-35F-0009U, contractor agrees to the following terms of a BPA, HC1028-17-A-0002, with the Defense Information Technology Contracting Organization (DITCO). 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 Attachment 1 as defined by the contractor. License terms and conditions applicable to products acquired under this BPA are defined in the License Terms included as Attachment 3,4, 5, and 6.

**2. Order of Precedence.**

2.1 The provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2.2 In the event of any inconsistency between the general terms and conditions of this BPA and the terms and conditions of any attachment or Attachment to this BPA, the general terms and conditions shall take precedence over the terms and conditions of any attachment.

**3. Extent of Obligation.** The Government is obligated only to the extent of authorized delivery/call orders actually made under this BPA.

**4. Funds Obligation.** The BPA does not obligate any funds. Funds will only be obligated on each delivery order.

**5. BPA Term.** The period of performance (PoP) will include a 1-year base period and two 1-year options. The Government is not obligated to exercise any BPA option period. This BPA expires upon completion of all orders issued within the specified BPA ordering periods, inclusive of any exercised BPA option periods. The BPA is contingent upon the contractor maintaining products/services of the BPA on the applicable GSA Schedule. This BPA is based on the contractor's current GSA schedule contract. In the event the current GSA schedule contract is canceled or expires and a new GSA schedule contract is awarded, this BPA shall automatically transfer to the new GSA schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract.

Base Year:	November 1, 2016 through October 31, 2017
Option Year 1:	November 1, 2017 through October 31, 2018
Option Year 2:	November 1, 2018 through October 31, 2019

**6. Pricing Terms.** Attachment 1 provides unit prices as explained below. Prices shall not escalate after the BPA is awarded, and Attachment 1 is not subject to upward adjustment during the term of the BPA. The government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. Contractor shall include a 1.0% Acquisition, Contracting, and Technical (ACT) fee in contractor's prices for all items that are on their ESI BPAs. For all items being quoted from their GSA Schedule, the ACT fee shall not be applied. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT). The contractor shall pay the ACT fees within 30 days after notification of approval from the applicable software product manager (SPM) or procuring Contracting Officer (PCO) for the sales report required.

a. Renewals of SA transferring onto this BPA shall be prorated to include coverage for the first year and annual payments thereafter with a final coterminous end date of October 31, 2019, assuming all option periods are exercised. SA renewals are limited to 12 month payments per option year (Base Year, Option Year 1, or Option Year 2).

b. All mid-term enrollees will have their orders prorated from the date of the order through 31 October of the year, or subsequent year, in which the enrollment occurs.

**7. Option Periods.**

7.1 **Prices.** Discounts shall be provided off the GSA Schedule. Spot discounts are authorized and encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement.

7.2 **Ordering Period.** If orders issued within the BPA ordering period(s) include options, the order options may be exercised after the BPA ordering end date(s) provided that: the initial order that includes the option was issued during the BPA ordering period(s), the Ordering Office determines that the underlying GSA Schedule is still valid at the time the order option is exercised and still includes the applicable products, and the Ordering Office satisfies all other applicable regulations for exercise of options. Coverage shall commence upon purchase of License plus SA by the end user and continue for a three-year term.

## 8. Price Reduction.

**8.1 Most Favored Customer Prices.** Contractor shall ensure the prices under this BPA are as low as the prices contractor has under any other contract instrument with any customer under like terms and conditions. If at any time the prices under any other contract instrument with any customer become lower than the prices in this BPA, this BPA will be immediately modified to include the lower prices.

**8.2 SmartBUY Program Extension.** Office of Management and Budget (OMB) has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring commercial products and services. If during the term of this BPA, contractor and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD under this BPA, contractor and its resellers agree to reduce the prices for the remaining term of this BPA to meet the prices and fees under the SmartBUY agreement, or shall license the products and sell the services under the SmartBUY agreement for the same remaining term of this BPA, at the discretion of the DoD. Neither the contractor nor its resellers shall preclude the government from purchasing or licensing commercial products or services under a SmartBUY Agreement.

9. **Rights of Survivorship of the Agreement.** This BPA shall survive unto contractor, its successors, rights and assigns. The terms and conditions in this BPA shall survive the acquisition or merger of contractor by or with another entity. Contractor shall ensure these survivorship terms are included in any such merger or acquisition agreement, including a duty on the part of the surviving entity to abide by the terms of this BPA. 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.

10. **Notices.** All notices required under this BPA will be in writing and will be sent to the Government CO and the contractor's designated Program Manager for this BPA at the address set forth in the SF 1449, unless otherwise agreed to by the parties. Notices are considered to be

"issued" when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email.

11. **Reference to Days.** All references in this BPA to "days" will, unless otherwise specified, mean calendar days.

12. **Severability.** If any term or provision of this BPA is held to be illegal or unenforceable, the validity or enforceability of the remainder of this BPA shall not be affected. In such event, the parties will negotiate a valid, enforceable substitute provision that most nearly achieves the parties' original intent in entering into this BPA or provide an equitable adjustment in the event no such provision can be added.

13. **Entire Agreement.** This BPA, together with all attachments and individual orders issued against the BPA, constitutes the entire agreement between DoD and contractor and supersedes all prior or contemporaneous communications, representations, and agreements, whether oral or written, regarding the subject matter of this BPA. No modifications to the terms of this BPA shall be valid unless in writing and authorized, in accordance with FAR Part 43.

## **B. AUTHORIZED USERS AND POINTS OF CONTACT**

1. **Authorized Users.** The scope of the requirement covers all of Air Force, which includes Air Force Headquarters, Air Force Major Commands, Field Operating Agencies (FOAs), Direct Reporting Units (DRUs), and Numbered Air Forces (NAFs). Included in these categories are military, civilian, and contractor personnel. Additionally, the Total Air Force includes joint organizations where the Air Force is the Executive Agent and authorized Air Force contractors purchasing on behalf of the above organizations. The joint organizations that the Air Force is the executive agent and are within the scope of this agreement include: Northern Command (NORTHCOM), Strategic Command (STRATCOM), Transportation Command (TRANSCOM), Joint Service Provider (JSP), and Office of Secretary of Defense (OSD). Subsequent reference to Air Force ELA in this document will include these organizations. In addition, at the outset of this contract, Total Air Force includes Air Force Surgeon General, which will become part of Defense Health Agency at a later date. If the Licenses for these organization reside on a separate enrollment, at such time, Air Force Surgeon licenses will transfer to their new parent organization.

Defense Information Systems Agency (DISA)

Department of Defense 4<sup>th</sup> Estate entities:

1. Includes: Defense Finance and Accounting Service, Defense Health Agency, Defense Manpower Data Center, and Under Secretary of Defense for Acquisition, Technology, and Logistics. Any additional enrollees will be negotiated in good faith at a later time,
2. Entities will transition into the Agreement at natural expiration of their current Enterprise with Licensor.
3. Each entity, prior to entry, will be required to provide asset inventories. This data will be collected using industry standard tools and processes. MapToolkit and SCCM may be used but are not the only tools that can be used.

Any additional enrollees will be negotiated in good faith at a later time.

This BPA is also open to the participating agencies' contractors authorized to order in accordance with the FAR Part 51.

**2. BPA Points of Contact (POCs):** The BPA POCs are outlined below. Each delivery order issued against the BPA will contain POCs reference clause DARS 52.204-9000 with the contacts of the delivery order.

**a. Contracting Office:**

Defense Information Technology Contracting Organization (DITCO)/PL8321  
2300 East Drive  
Scott Air Force Base, IL 62225-5406

POC: Carrie Ross / Contracting Officer  
Phone: (618) 229-9569 / DSN: 779-9569  
Fax: (618) 229-9177  
Email: [carrie.m.ross.civ@mail.mil](mailto:carrie.m.ross.civ@mail.mil)

POC: Lindsay Musenbrock / Contract Specialist  
Phone: (618) 229-9694 / DSN: 779-9694  
Fax: (618) 229-9177  
Email: [lindsay.e.musenbrock.civ@mail.mil](mailto:lindsay.e.musenbrock.civ@mail.mil)

**b. Software Product Manager (SPM):**

SPM: Jonnice Medley  
Phone: (301) 225-8081 / DSN 375  
E-mail: [jonnice.medley.civ@mail.mil](mailto:jonnice.medley.civ@mail.mil)

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

**d. Contractor Point of Contact:**

Contractor name, business size: Insight Public Sector Inc., Large  
TIN: 36-394-9000  
DUNS: 159776806  
CAGE: 06ZC1  
Contractor address as it appears on the System for Award Management:  
14520 Avion Pkwy Ste 310  
Chantilly, VA, 20151-1114  
Contractor POC name: Glenn Marshall  
Contractor phone number: 800-677-4007

Contractor POC email: Glenn.Marshall@Insight.com  
Contractor ordering support number: 800-862-8758  
Payment terms: to be specified at order level  
Remit-to address: Insight Public Sector  
P.O. Box 731072  
Dallas, TX 75373-1072

**e. BPA Contracting Officer's Representative (COR):**

COR: Tarnya Green  
Phone: (301) 225-2362  
Email: Tarnya.l.green.civ@mail.mil

**C. ORDERING**

**1. Orders.** The scope of this effort is worldwide. Delivery requirements will be stipulated on Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement. While the agreement is centrally managed, resolution of ordering and/or funding issues is the responsibility of the contracting office that issued the Order. Orders are prepared by a warranted Government Contracting Officer (a duly warranted Contracting Officer whose warrant authorizes delivery orders from the GSA Schedule) at each ordering activity in accordance with the terms and conditions of this BPA, the GSA Schedule, and all applicable regulations and statutes. A prime contractor authorized by a cognizant Government Contracting Officer in accordance with FAR Part 51 may place Orders against this agreement if using the software in support of the Agencies activities. Orders may be placed by Electronic Data Interchange (EDI), facsimile, or on an authorized form such as a BPA Call, Standard Form (SF) 1449, DoD (DD) Form 1155 or Government Purchase Card.

**2. Delivery Schedule.** Deliveries will be made to the address specified on the Orders issued against the BPA.

**3.** Contractor shall assist Government ordering offices with ensuring accuracy of the order data, including the identification of the proper license owner and enrollment number prior to processing Orders.

**4. Instructions for Ordering Offices.** This is a single-award BPA established competitively against GSA Schedule per FAR 8.405-3(b)(1), Blanket Purchase Agreements (BPA). The brand name products offered on this BPA were approved in accordance with FAR 8.405-6, Limited Sources, for the Agencies' purchase through a Class Brand Name Limited Source Justification. It is the responsibility of the Ordering Office to:

- i. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- ii. Incorporate into the order any regulatory and statutory requirements that are applicable to the ordering entity for which the order is placed, if pertinent requirements are not already included in this BPA; and,

iii. Include clear invoicing, delivery, and distribution instructions

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil>. The Government may also post this BPA to other federal Government or DoD websites, some of which may be publicly accessible.

**5. 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 COR and CO within sixty (60) days of BPA award and made available on the contractor's home page upon written approval. The contractor shall immediately notify the Contracting Officer in the event of any changes to contractor COR information, contractor physical address, contractor web address, or any other relevant information in the Ordering Guide. This guide shall be continuously updated as required and shall not require formal modification to the BPA. All changes to the ordering guide shall be reviewed and approved by the COR and CO prior to posting. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and contractor POCs
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as Commercial and Government Entity Code (CAGE), Data Universal Numbering System (DUNS), Taxpayer Identification Number (TIN), business size, etc. necessary to complete a Contract Action Report in the Federal Procurement Data System - Next Generation system
- g. Range of quantity discounts
- h. Links to DoD ESI and the Government web sites

**6. E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, EDI capability, Government procurement card, and contractor electronic ordering capability to create a paperless 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 DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil> and is publicly accessible. The Government may also post this BPA to other federal government or DoD web sites, some of which may be publicly accessible. On-line ordering may also be accomplished through DoD controlled web sites. The contractor shall ensure that the data and information relating to contractor's products, technical specifications, services, prices, and other information related to this BPA is current, accurate, complete, and delivered by the contractor in the standard format(s). The contractor shall maintain coordinated and integrated hypertext links to the ESI web site from their World Wide Web site(s). The contractor shall provide electronic-commerce/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle. The contractor shall use its commercially reasonable business efforts to adapt its business processes as technical requirements, environment, and architecture evolve.

This BPA may also be loaded into publicly accessible electronic catalog systems of other DoD agencies.

a. The Contractor shall provide a website for accessing and downloading software and documentation electronically within 30 days of the acceptance of this BPA. This site may include links to the Microsoft Volume Licensing Service Center (VLSC) site or other appropriate site to manage product downloads, product keys, and SA benefits. Use of VLSC to deliver license keys is acceptable; however, the contractor shall notify the customer that the keys will be available through the VLSC and receipt permissions will be granted by the applicable Software Benefit Manager for the respective enrollment.

b. SA benefits are managed by a Government representative assigned to each enrollment under this BPA through the Microsoft VLSC website located at <https://www.microsoft.com/licensing/servicecenter/Home.aspx>.

c. The Contractor shall provide the Government Software Benefits Manager and COR training on software download, installation, product usage, product key information, product usage rights, licensing model changes and how to manage the VLSC site on behalf of their organizations, as requested and access to view all benefits assigned, including the ability to download software and product keys from the VLSC website. In addition, the Contractor will assign a Software Assurance Benefits Specialist who can assist the Government with any questions concerning SA. The contractor shall review orders prior to fulfillment and assist the Government with proper enrollment number identification and designation.

d. Software disks or downloads that contain additional product options that were not part of the original product ordered and were not identified by the Contractor in advance, the Government shall not be charged for downloading such products. If a download is executed for any product and usage is recorded in a production environment, the downloaded software that has been used will be included in the annual usage report.

**7. Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket, or sales slips that must contain at a minimum the following information:

- a. Name of contractor
- b. GSA contract number
- c. BPA number
- d. Product description/model numbers
- e. Delivery order number
- f. Date of delivery/call order
- g. 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)
- h. Date of shipment/delivery and/or PoP as applicable
- i. NOTE: Copies of delivery orders are to be sent via email to the SPM office as electronic attachments.

8. **Proof of License.** The contractor shall provide the Government a proof of license certificate with all delivery orders. The Contractor shall submit the proof of license to the designated POC listed in the Order and furnish a duplicate to the Enrollment Software Benefits Manager POC.

9. **Suspension.** There may be occasions where the Government may suspend ordering (by contract line item number (CLIN) up to and including the entire BPA) or cancel the 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. The contractor shall submit an electronic invoice to the address(es) specified within the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the contractor;
- b. Invoice date and number;
- c. Contract number, CLIN, and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered and PoP;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. TIN. The contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB Circular A-125. Prompt payment contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) are incorporated in this BPA by reference and pertain to credit card delivery/call orders 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.

3. **Precedence.** The terms and conditions included in this BPA apply to all delivery/call orders 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.

4. **Pricing.** The unit prices included in the Product and Price List will be annual prices for Software Assurance. The annual Software Assurance prices shall be prorated based on the actual start date of coverage for customers with expiring Software Assurance that are transitioning to this Agreement. The unit price list in the Product and Price List for new products plus software assurance will have a prorated price for the base year, option year 1 and option year two. New licenses with associated software assurance coverage through October 31, 2019 will be paid on a lump-sum basis.

## E. PRODUCT AND SERVICE OFFERINGS

### 1. Catalog

a. The Contractor shall make available to all authorized users of this BPA the products and services contained in Attachment 1.

#### b. Technology Refreshment / Products and Services Improvement

(1). The Contractor shall inform the Agencies of changes to the products offered under this BPA as they become commercially available. Proposals shall be submitted within thirty (30) days by the Contractor 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.

(2). Discounts shall be at the same or greater discount level as provided under the original BPA product and service prices.

(3). If at any time during the life of this BPA, Microsoft schedules the originally offered products in Attachment 1 (including firmware where applicable) for discontinuation, improvement and/or replacement, the contractor 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 this BPA for prices associated with the consideration of the overall Enterprise commitment. Discounts shall be at the same or greater discount level as provided under the original BPA product and service prices. Proposals shall be submitted to the Contracting Officer within seven (15) days of the contractor's awareness of Microsoft's intent to discontinue, improve, and/or replace its originally offered products. Improvement of product includes new releases, updates, and upgrades including additional features and functionality, and successor or upgrade products.

(4). Changes proposed by the Contractor shall become effective only upon written acceptance by the Government.

(5). In the event the Contractor's catalog changes are not timely updated in Attachment 1 to this BPA, the ordering office is authorized to issue an Order under this BPA for items listed on the contractors GSA FSS catalog provided the required items are within the scope of this BPA and included on the Contractor's GSA FSS catalog at time

of purchase. Contractor shall quote their applicable BPA discounted price at the same or greater discount level as the original BPA product prices.

2. Throughout the duration of the BPA, the Contractor shall provide notice of software version upgrades, updates, and patch releases on the contractor website.

## **F. BPA MANAGEMENT AND OVERSIGHT**

1. **Management.** The contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment, and submission of monthly and quarterly reports and approved fee payments. The contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field in the submission format required by DoD for products and prices. 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 is available free as a download at <http://www.unspsc.org>.

3. **Records.** The contractor shall maintain archival copies of all orders for the life of the BPA in accordance with GSA and FAR Subpart 4.7 requirements. Copies shall be made available to the Government upon request. The Contractor is responsible for notifying the SPM and CO of any changes in the status of the applicable GSA Schedule (validity status as well as modifications to the schedule contract that impact items on the BPA) through the life of the BPA.

### **4. Program Management Reviews (PMR).**

- a. The Contractor shall participate in regular reviews of the progress of the BPA. Reviews may be held at least twice yearly as scheduled by the Contracting Officer Representative (COR). During these reviews, the Contractor shall report on status of BPA sales, sales leakage, marketing and any outstanding issues concerning the BPA, among other things. PMR agenda and presentation format shall be provided by the COR to Contractor prior to each PMR. Travel expenses are the responsibility of the Contractor.

- b. The Reseller shall provide advance notice and summarized agenda to the Government Contracting Officer for this Agreement and for review in accordance with applicable DoD Joint Ethics Regulation Standards.

**5. BPA Transition.** If the Agencies award a contract for Microsoft licenses after this BPA expires or terminates and the Contractor does not obtain the subsequent contract, the Contractor shall ensure that the Government has received all records pertaining to the accounting and tracking of license transfers and reductions to the Agencies 30 days after the BPA expires or is terminated. The current BPA holder shall transfer all JELA subscription continuations to the new BPA holder within 30 days after the BPA expiration.

**6. Sales Leakage Prevention.**

a. The goals of the Agencies can only be realized through cooperation between the Agencies and the Contractor to direct appropriate sales through this BPA. The Contractor shall ensure that all its sales personnel are aware of this BPA and will take appropriate action to notify Agencies participating customers regarding the proper use of the BPA. Additionally, the Contractor shall include advertising the availability and benefits of this BPA on the Contractor's web site. Within sixty (60) days of the effective date of this BPA, Contractor shall submit its plan of action and define the processes required to conform to the requirements of this BPA and shall keep current the plan throughout the Term of this BPA.

b. The Contractor shall establish a process to regularly audit their sales to Government buyers, determine where sales outside the BPA are occurring, and take appropriate action to direct further sales through the BPA. Results of these audits will be presented as an agenda item during PMRs.

c. The Contractor shall direct potential customers to the DoD JELA PM.

**7. Microsoft Enterprise Roadmap.** Upon written request, the Contractor shall provide one hard copy of this publication within 30 days of enrollment to the COR and Software Assurance Benefit Administrator identified for each Enrollment.

**G. FEES AND PAYMENTS**

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

**2. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 1%. The contractor shall remit the ACT fee on a quarterly basis (i.e. October - December, January - March, April - June, and July - September) or as otherwise requested by the Software Product Manager (SPM). A Report of Sales as described herein shall accompany the remittance of the ACT fees to enable verification of the fee amounts rendered. 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).

- a. The contractor shall provide a Report of Sales to the SPM and the CO in electronic format within fifteen (15) days following completion of the quarterly reporting period, or as otherwise requested by the SPM, COR, and/or CO. The report shall be submitted in the standard format shown in Attachment 2 (Sales Format). Negative reports are required. The SPM, Jonnice Medley, or CO shall provide written approval of each report to the contractor. 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 CO will provide copies of the Report of Sales on a quarterly basis to the Navy. If the BPA contains services, current ACT fee paid by delivery order and total ACT fees paid will be included in the report.

### **3. ALL SALES:**

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

Checks must include the following information to ensure proper crediting of the payment:

BPA # HC1028-17-A-0002

DoD Microsoft Enterprise Software Agreement ACT Fee

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

SPAWARSYSCEN PACIFIC

Attn: Regina Baca

Code 55350, Building 81

53560 Hull Street

San Diego, CA 92152-5001

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

SPAWARSYSCEN PACIFIC

Shipping and Receiving

Receiving Officer (OT 7)

Attn: Regina Baca

Code 55350, Building 81

4297 Pacific Hwy.

San Diego, CA 92110

Email a copy of the check to the SPM: [Regina.Baca@navy.mil](mailto:Regina.Baca@navy.mil)

(End)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.213-1	Fast Payment Procedure	MAY 2006
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-17	Interest	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-3	Protest After Award	AUG 1996
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-00003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7021	Trade Agreements--Basic (AUG 2016)	AUG 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7018	Supply Chain Risk	OCT 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 POINTS OF CONTACT (AUG 2005)

Contracting Officer

Name: Carrie Ross  
 Organization/Office Symbol: DISA/DITCO/PL8321  
 Phone No.: 618-229-9569  
 E-Mail Address: carrie.m.ross.civ@mail.mil

Contract Specialist

Name: Lindsay Musenbrock  
 Organization/Office Symbol: DISA/DITCO/PL8321  
 Phone No.: 618-229-9694  
 E-Mail Address: lindsay.e.musenbrock.civ@mail.mil

COR/Mission Partner Point of Contact

Name: Bridgit Nelson  
 Organization/Office Symbol: DISA JELA PM  
 Phone No.: 301-225-5755  
 E-Mail Address: bridgit.s.nelson.civ@mail.mil

Contractor Point of Contact

Contractor Legal Business Name: Insight Public Sector Inc.  
 DUNS: 159776806  
 CAGE CODE: 06ZC1  
 Contractor POC: Glenn Marshall  
 E-Mail Address: InsightFederal-JELA@Insight.com  
 Phone Number: 800-677-4007

(End of clause)

52.204-9001 CONTRACT/ORDER CLOSEOUT—FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR-HOURS (JAN 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

## 52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the contracting officer. The Organizational and Consultant Conflicts of Interest Mitigation Plan shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) 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.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted,

and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

#### 252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal

Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA	.....	.....

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA	.....	.....
0002.....	Monitor.....	20	EA	.....	.....

(End of provision)

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)  
TO BE COMPLETED AT THE DELIVERY/CALL ORDER LEVEL.**

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

\_\_\_\_\_

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_\_\_\_\_

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b>TO BE COMPLETED AT THE DELIVERY/CALL ORDER LEVEL.</b>
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____

Other DoDAAC(s) \_\_\_\_\_  
-----

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

\_\_\_\_\_

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_\_\_\_

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT 1 - PRICE LIST

Attachment 1 - Product Price List and Description



Attachment 1 -  
Product Price List and

ATTACHMENT 2 - SALES FORMAT

Attachment 2 - Sales Format



Attachment 2 - Sales  
Format.xlsx

ATTACHMENT 3 - MS LICENSE TERM

Attachment 3 - Microsoft Licensing Terms



Attachment  
3REV0004 - ENTERPR

ATTACHMENT 4 - PRODUCT TERMS

Attachment 4 - Product Terms - October 2016



Attachment 4 -  
MicrosoftProductTern

ATTACHMENT 5 - ONLINE SERVICES

Attachment 5 - Online Service Terms - October 2016



Attachment 5  
-MicrosoftOnlineServi

ATTACHMENT 6 - IPP

Attachment 6 – IPP



Attachment 6 - IPP  
Terms 2016.docx