

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 04/30/2009	2. CONTRACT NO. (if any) DE-IM0000119	6. SHIP TO: a. NAME OF CONSIGNEE Indicated on call	
3. ORDER NO.	4. REQUISITION/REFERENCE NO. 09IM000204		

5. ISSUING OFFICE (Address correspondence to) Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585		b. STREET ADDRESS	
7. TO: [REDACTED]		c. CITY	d. STATE e. ZIP CODE

a. NAME OF CONTRACTOR TKC INTEGRATION SERVICES LLC,	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS 13873 PARK CENTER RD SUITE 400N		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input type="checkbox"/> b. DELIVERY
d. CITY HERNDON	e. STATE VA	f. ZIP CODE 201713223	

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA Indicated on call	10. REQUISITIONING OFFICE Chief Information Officer (GTN)
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	16. DISCOUNT TERMS NET 30
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 141089040 This Custom User Purchasing Agreement (CUPA) is a blanket purchasing agreement for Microsoft Software Licensing and Software Assurance. It is established between the Contractor and the Department Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
	a. NAME	Indicated on call		\$0.00
	b. STREET ADDRESS (or P.O. Box)			
	c. CITY	d. STATE	e. ZIP CODE	17(i) GRAND TOTAL
			\$0.00	

22. UNITED STATES OF AMERICA BY (Signature)	Signature on File	23. NAME (Typed) Arness Harris TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 4/30/2009	CONTRACT NO. DE-IM0000119	ORDER NO.
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>of Energy (DOE) in accordance with the terms and conditions of the NASA SEWP Prime Contract in Block 2 above and Federal Acquisition Regulation (FAR) Part 8.405-3. The CUPA is authorized for use by all DOE Federal and Contractor organizations, including Management and Operating (M&amp;O) contractors per FAR Part 51. The CUPA is limited to DOE organizations only. There is no DOE usage fee; the SEWP fee is included in the pricing. The purpose of this CUPA is to consolidate DOE acquisition of the products in the attached Schedule in order to maximize cost savings and minimize both the acquisition cycle times and administrative burdens, consistent with the Federal Acquisition and Streamlining Act. The Ceiling Price of this CUPA is \$200,000,000.00. The Contractor shall provide the Contract Specialist, Contracting Officer and Sponsoring Organization with monthly reports of orders placed under this CUPA. Delivery orders may be placed under the Availability of Funds clause (FAR 52.232-18).</p> <p>Accordingly, see Continuation Page. Subj to Retent: No Period of Performance: 04/30/2009 to 04/29/2014</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**1. Statement of Objectives.** *This Custom User Purchasing Agreement (CUPA) is the NASA SEWP equivalent of a Blanket Purchase Agreement (BPA), awarded under NASA SEWP Contract #NNg07DA19B.* It is established on a Best Value basis, in support of the Federal Acquisition and Streamlining Act, to support Department of Energy (DOE) for Microsoft products, associated software assurance, and defined support. The parties hereby enter into a cooperative agreement to provide an award vehicle to consolidate DOE acquisition and support of this product in order to maximize cost savings and minimize both acquisition cycle times and administrative burden costs. CUPA's/BPA's streamline the acquisition cycle by elimination or reduction of many of its pre-award phases, including market survey, solicitation and evaluation.

**Authorized Users:** All DOE Federal organizations, including the National Laboratories and Power Administrations, and all DOE contractors, including Management and Operating (M&O) contractors, are eligible to place Delivery Orders (NASA SEWP term, replacing 'call' for BPA's) under this CUPA. For contractors, authorization to use this CUPA is required from the contractor's cognizant Contracting Officer, in accordance with FAR Part 51. A sample permission letter is attached to this CUPA as Attachment C. Use of this CUPA is limited to DOE Federal organizations and contractors only; no other Federal agencies may use it. In conformance with DOE regulations prohibiting use of DOE contractor acquisition systems to circumvent Federal acquisition laws and regulations, DOE contractors (including the M&O's) may not utilize this CUPA to acquire assets which are to be used only by DOE Federal organizations; they may utilize this CUPA for use in performance of the requirements of their DOE contracts only.

**Note:** This is *not* a requirements CUPA/BPA (FAR 16.506(d)); its use is *not* mandatory for any authorized user.

**2. Background/Scope of BPA.** The Office of the Chief Information Officer (OCIO) is responsible for delivery of reliable, high performance, cost effective, user friendly core and common IT system services, with ongoing effort to achieve economies of scale and reduce or eliminate redundancies and/or conflicts across the DOE complex. Another principal goal is to improve DOE's cyber-security posture nationwide. To support these goals OCIO requires continuation of licenses for standardized Microsoft Products, to ensure these products are current, and DOE must have the ability to procure additional products as requirements evolve. The contractor will provide Microsoft products, associated software assurance, and defined support as required by the Department of Energy.

**a. Qualification Requirements.** There are no minimum initial order requirements. The CUPA Schedule in Attachment A includes quantity-based pricing.

**3. Product/Price Schedule.** The Schedule of Prices is set in Attachment A.


**a. Pricing Terms.** Prices shall not escalate during the term of the CUPA; the initial discount structure shall be maintained. 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. Prices shall not include any fees except that of NASA for the parent contract, whether to the sponsoring organization (page 1, block 6) or any other organization. There are no DOE CUPA usage fees. The Contractor is responsible for all required fee payments and other filings with NASA in accordance with the terms of the parent SEWP contract.

**b. Price Reduction (Most Favored Customer Prices).** The prices under this CUPA shall be at least as low as the prices the Contractor has under any other Federal Government contract instrument under like terms and conditions. If at any time, the prices under any other contract instrument under like terms and conditions become lower than the prices in this CUPA, this CUPA shall be modified to include the lower prices.

**c. Services.** All services provided by the contractor in support of the CUPA, including order preparation assistance, account set-up, and customer service support, are included in the offered prices.

**d. Ordering.** To ensure proper ordering, software download, set-up, installation and orientation, it is required that eligible users communicate their requirements to the Contractor for a formal quotation within the scope of this CUPA. This will ensure that the customer receives the license pricing and associated support that is required. For all questions, quote requests and inquiries, the point of contact for this CUPA is:

**CUPA Points of Contact:**

<b>CUPA Points of Contact: TKC Integration Services, LLC (TKCIS)</b>	
<p><b>Program Manager:</b>            Gayle Troan            Address: 13873 Park Center Rd,            Suite 400N            Herndon VA 20171            Phone: 703-880-4924            Mobile: 703-606-1985            Fax: 703-991-3080            Email: <a href="mailto:gayle.troan@tkcis.com">gayle.troan@tkcis.com</a></p>	<p><b>Alternate Program Managers</b>            Name: Payal Anand            Phone : 571-323-5076            Mobile : 703-459-6777            Fax : 703-991-3080            Email : <a href="mailto:payal.anand@tkcis.com">payal.anand@tkcis.com</a></p>
<p><b>Orders:</b>            Contractor name TKC Integration Services, LLC            Address: 13873 Park Center Rd,            Suite 400N            Herndon VA 20171            Phone: 703-928-3530            Mobile: 703-928-3530            Fax: 703-991-3080            Email: <a href="mailto:denton.browning@tkcis.com">denton.browning@tkcis.com</a></p>	<p><b>Billing:</b>            Contractor Name: TKC Integration Services, LLC            Address 13873 Park Center Rd, Ste 400N            ATTN: Rosa Dunetz (571) 323-5716            TIN: 80-0084341            DUNS: 141089040  </p>

**Important Note:** This CUPA does not utilize a serial number ordering process. Authorized users are not required to obtain any delivery order serial number prior to placement of the order. The Contractor will send the authorized DOE Point Of Contact in each ordering organization any necessary license agreement which must be executed.

**Order Format/Forms/Content.** Since DOE contractors as well as DOE Federal organizations are authorized users, the ordering organization shall contact one of the Contractor's focal point personnel for a quotation. Orders may be on paper or electronic; purchase/credit card orders which conform to regulations for those programs, and to the NASA SEWP rules at <http://www.nasa.sewp.gov> may be accepted by the Contractor. All orders must include identification of the ordering activity, its payment instructions, and specifics of all products/prices ordered, which information will be provided on the Contractor's quotation. If the ordering organization must also include a delivery order in its specific format, this may be submitted in addition to the quotation/Sales Agreement, provided that pricing reflected in the delivery order matches that of the pricing on the Contractor's quotation.

**e. Technology Improvement.** The Contractor is encouraged to propose technology improvements to the CUPA. Proposals shall be submitted by the Contractor and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature descriptions of the products and/or services, and evidence of inclusion in the parent NASA SEWP contract under which this CUPA is established. Discounts shall be at the same or greater discount level as the original CUPA product prices.

**f. Substitution and Technology Refreshment.** If at any time during the period of performance of this CUPA, the Contractor schedules products for discontinuation, improvement and/or replacement, the Contractor shall provide a proposal to include the new or revised products in the CUPA under the appropriate line items. Proposed prices for new or revised products shall be calculated on a Most Favored Customer basis (subparagraph b. above). Discounts shall be at the same or greater discount as the original BPA product prices. Proposals shall be submitted to the CUPA Contracting Officer (p.1, block 5) and sponsoring organization (p.1, block 6) in a timely manner. New releases, updates, upgrades including additional features and functionality are not applicable to this clause as these items are included in the price of the product and are automatically provided to customers with the purchase of annual maintenance. As noted above, no product may be included in the product/price schedule of this CUPA which is not already included in the parent NASA SEWP contract.

**g. Delivery.** Electronic software delivery is permitted.

#### **4. Supplemental Terms and Conditions.**

**a. Order of Precedence/License Terms and Conditions.** Pursuant to NASA SEWP Contract NNG07DA19B, the Contractor agrees to the following terms of a CUPA with the Department of Energy (DOE). All delivery orders placed against this CUPA are subject to the terms and conditions of the NASA SEWP contract. In the event of a conflict between the terms of this CUPA and those of the NASA SEWP contract, or any other Federal law or regulation, the terms of the NASA SEWP contract and/or the Federal law or regulation shall prevail. In the event of a conflict between the terms and conditions of this CUPA or the parent NASA SEWP contract and those of any Authorized User, the terms and conditions of this CUPA and its parent contract shall prevail.

**b. Extent of Obligation.** This CUPA does not obligate any funds; all funding will be obligated on individual delivery orders by authorized users. The Government estimates, but does not guarantee, that the volume of acquisitions through this CUPA will be \$200,000,000.00 through the

five-year period of performance. All CUPA delivery orders shall be issued, administered and paid by the authorized user.

**c. BPA Term.** The period of performance is from April 30, 2009 through April 29, 2014, five years. There are no option periods; the period of performance is unitary. The continued availability of this CUPA is contingent upon Contractor maintenance/ renewal of the parent NASA SEWP contract. If the parent contract lapses, this CUPA automatically lapses on the same date. The CUPA may be cancelled by either party with 30 calendar days' prior notice; such cancellation does not affect the validity of delivery orders placed prior to the effective date of the cancellation.

**d. Suspension.** There may be occasions where the DOE may suspend ordering (by Line Item up to and including the entire CUPA). This authority resides with the Contracting Officer. If a suspension occurs, the Contractor will comply upon receipt of notification.

**e. Invoicing.** Invoice format and content shall comply with FAR 52.212-4 (g) (FEB 2007), as required by the parent NASA SEWP contract. The clause full text is online at <http://farsite.hill.af.mil>. Detailed instructions shall be included in each delivery order by the ordering organization, including Invoice Approval Official. The following requirements apply to orders placed by DOE Federal organizations: Electronic invoicing is permitted. Each paper invoice or voucher submitted shall include the following:

- (1) name and address of the contractor
- (2) invoice date and number
- (3) contract number, contract line item, and, if applicable, the order number
- (4) description, quantity, unit of measure, unit price and extended price of the items delivered
- (5) terms of any prompt payment discount offered
- (6) name and address of official to whom payment is to be sent
- (7) name, title and phone number of the person to be notified in the event of a defective invoice
- (8) Taxpayer Identification Number (TIN). The contractor shall include its TIN on the invoice only if required elsewhere in the contract.
- (9) Electronic Funds Transfer (EFT) banking information.

NOTE: FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) is applicable to delivery orders placed under this CUPA by Department of Energy Contracting Officers. The Prompt Payment Act, FAR 52.232-25, (OCT 2003) is also applicable; see Attachment E, Supplemental Clauses List. For delivery orders placed by DOE Federal organizations, the Contractor is encouraged to submit an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the Internet site. The Contractor may also send paper invoices or electronic invoices via e-mail or facsimile.

**f. Payment Information.** The Contractor's payment information, to be included in all delivery orders, is as follows:

**Payment by check:**

Contractor name: TKC Integration Services, LLC  
3201 C Street, Ste 400C  
Anchorage, AK 99503-3967

**ACH or EFT Payments:**

Vendor: TKC Integration Services, LLC  
Tax ID: 80-0084341

[REDACTED]

[REDACTED]

**g. CUPA Management/Oversight.**

**(1.) Contractor Program Manager.** For the Contractor's Program Manager for this CUPA, see paragraph 3.d. above.

**(2.) Contracting Officer/Contracting Officer's Representative.** The Contracting Officer for this CUPA is identified in blocks 5 and 22-23 of page 1 hereof. The Contracting Officer's Representative (COR) for technical matters is identified in blocks 6 and 10 of page 1 of the CUPA.

**(3.) CUPA Order/Status Tracking and Usage Reporting.** The Contractor shall utilize its customer management system to track all orders placed under authority of this CUPA and shall provide the Contracting Officer and the Sponsoring Organization (page 1, block 6) with reports of orders placed under this CUPA on an annual basis, unless required more frequently by the Contracting Officer, but no more frequently than on a quarterly basis. Reports shall be submitted electronically. Upon request, the Contractor shall provide any participating DOE organization with its own unique sub-account reports.

**(4.) Records.** The Contractor shall maintain archival copies of all orders for the life of this CUPA, including extensions, for auditing purposes (both DOE and Contractor). Copies shall be provided to the Contracting Officer upon request.

**(5.) Program Reviews.** Program reviews may be held at the request of either party, normally on an annual basis.

**(6.) Marketing Responsibility.** While primary responsibility for marketing of this CUPA rests with the Contractor; the Contracting Officer and/or the sponsoring organization (page 1, block 6) may assist. Expected marketing activities include, but are not limited to; advertising the CUPA on the Contractor's Internet site and other outreach to the DOE authorized user community,



## Statement of Work

### DOE Strategic Sourcing for Microsoft Products

#### 1.0 Contact

NASA SEWP Competitive Action

Set-Aside within Group C: Small Business Set-asides (VARs): 12 Contract Holders

Joanne Woytek, NASA Program Manager, 301-614-7128

[joanne.r.woytek@nasa.gov](mailto:joanne.r.woytek@nasa.gov)

Patrick Logan; NASA Deputy Program Manager, 301-614-7127

[patrick.d.logan@nasa.gov](mailto:patrick.d.logan@nasa.gov)

SEWP Program Office (BOWL)

1010 Greenbelt Road

Suite #270

Lanham, MD 20706

Phone: (301)286-1478

Fax: (301)286-0317

[help@sewp.nasa.gov](mailto:help@sewp.nasa.gov)

#### 1.1 Contracting Office (CO)

Office of Headquarters Procurement Services

MA-641.3 L'Enfant Plaza Building

U.S. Department of Energy

1000 Independence Avenue, S.W.

Washington, D.C. 20585-1615

#### 1.3 Contracting Officer's Representative (COR)

Don F. Schade

Business Management Division

Mail Stop: IM-12/Germantown Building

U.S. Department of Energy

1000 Independence Avenue

Washington, D.C. 20585-1290

Voice: (301) 903-2294

Fax: (301) 903-4125

E-mail Address: [don.schade@hq.doe.gov](mailto:don.schade@hq.doe.gov)

## 2.0 **Background:**

The OCIO is responsible for delivery of reliable, high performance, cost effective, user friendly core and common IT system services, with ongoing effort to achieve economies of scale and reduce or eliminate redundancies and/or conflicts across the DOE complex. Another principal goal is to improve DOE's cyber-security posture nationwide. To support these goals OCIO requires continuation of licenses for standardized Microsoft Products, to ensure these products are current, and DOE must have the ability to procure additional products as requirements evolve.

## 3.0 **Goal:**

The Department of Energy (DOE), Office of the Chief Information Officer (OCIO) is charged, under the Information Technology Management Reform Act of 1996, with ensuring that DOE's investment in information technology (IT) improves program effectiveness and service delivery. The goal of this effort is to facilitate improvements in the performance, quality, timeliness, and efficiency of the services provided by the DOE OCIO in the areas addressed in section 2.0 above.

## 4.0 **Statement of Objective:**

The contractor shall provide Microsoft products, associated software assurance, and defined support as required by the Department of Energy. The period of performance for this Enterprise Agreement shall be for 5 years from the date of the award.

## 5.0 **Requirements**

5.1 The contractor will provide the products and software assurance as listed in this Statement of Work and in the **DOE Microsoft Product List**, when ordered by program offices at the Department of Energy. The contractor shall have the ability to partner with a Microsoft Large Account Reseller (LAR). Individual program offices and authorized DOE Contractors will be allowed to order independently from this contract. The agreement established with this Statement of Work will allow Department of Energy organizations to enroll at any point throughout the period of performance. Proposed Prices will be Firm Fixed Price.

5.2 In addition to the pricing for all items listed on **DOE Microsoft Product List**, request a bundled price for the following grouped items:

### A. DOECO Desktop:

- **Desktop Pro**
  - **Windows**
  - **Office Pro**
  - **InfoPath (assume this is automatically included with the Office Pro volume license)**
  - **Core CAL**
    - **Windows Server**
    - **Exchange Standard**

- **SharePoint Standard**
- **System Center Configuration Manager (old name was SMS)**
- **SQL CAL**
- **Terminal Server CAL**
- **Windows Rights Management CAL**

**A.1 License and Software Assurance Price for DOECO Desktop**

**A.2. Software Assurance Only Price for DOECO Desktop**

**B. eCAL Suite**

- **Core CAL Suite**
- **Windows Rights Managmet Services CAL**
- **Exchange Server Enterprise CAL**
- **Office SharePoint Server Enterprise CAL**
- **Office Communications Server Standard CAL**
- **Office Communications Server Enterprise CAL**
- **Systems Center Operation Manager Client OML**
- **Forefront Security Suite**

**B.1 License and Software Assurance Price for eCAL Suite**

**B.2. Software Assurance Only Price for eCAL Suite**

- 5.3** Other bundled price groups can be proposed, however the items listed above must be proposed.
- 5.4** There is no minimum delivery or task order amount.
- 5.5** All orders shall be structured to result in a coterminous date coinciding with the end of the period of performance. Prices shall be prorated based on the time remaining on the contract to facilitate the coterminous date.
- 5.6** As current DOE Microsoft agreements expire, all DOE organizations and contractors will be encouraged to utilize this contract to provide Microsoft software licensing.
- 5.7** True-up pricing guidelines must be provided in the proposal.
- 5.8** The contractor must have the financial capability to effectively provide support for \$25-30 million dollars of orders annually.
- 5.9** The contractor shall provide at least 2 dedicated customer support personnel to provide effective nationwide wide support to ordering activities.
- 5.10** The contractor shall conduct asset management tracking and report DOE usage to Microsoft, in accordance with Microsoft requirements at the end of each reporting period. The contractor shall perform asset management tracking by site and by product throughout the contract period.

**5.11 Pricing Format:**

Pricing for all Products shall be provided in the following format:

Part Number	Item Name	Description	Commercial List Price	NASA SEWP Price	Discount Percentage	DOE Price
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**6.0 Deliverables**

- 6.1 Products as requested under individual task orders.
- 6.2 Monthly reports: A monthly report shall be provided to the COR, the Contracting Officer and the Contract Specialist within 10 business days following the last day of the month indicating all orders placed during the previously month and also reporting cumulative orders to date. Report shall be organized to include ordering activity (site), product name, quantity, period of performance, and dollar value.
- 6.3 Semi-annual report on task order expirations anticipated over the next 6 months.

**7.0 Security**

The contractor shall ensure that all DOE documents and software processed under this contract, and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel.

The contractor shall not provide any government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the period of this contract or any time afterwards.

The contractor must have approval from the Department of Energy prior to granting access to the applications. Further, the contractor shall have in place security measures and controls to minimize the potential for information compromise via intentional system penetration.