

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERICAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF 15	
2. CONTRACT NO. <b>N00104-08-A-ZF35</b>	3. AWARD/EFFECTIVE DATE <b>SEE BLOCK 31c</b>	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY  DEPARTMENT OF THE NAVY NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE P. O. BOX 2020 MECHANICSBURG, PA 17055-0788  POC: TERRI BAXTER, CODE 0272.15 PHONE: (717) 605-2003 EMAIL: TERRI.BAXTER@NAVY.MIL	CODE <b>N00104</b>	10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS  Net 30	<input type="checkbox"/> 13a. THIS CONTACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO  SPECIFIED ON EACH ORDER	CODE	16. ADMINISTERED BY  BASIC AGREEMENT – SAME AS BLOCK 9 ORDERS – AS CITED ON EACH INDIVIDUAL ORDER				
17a. CONTRACTOR/ OFFEROR  GOVCONNECTION, INC. 7503 STANDISH PLACE ROCKVILLE, MD 20855-2731  POC: Michael J. Cogswell PHONE: (301) 340-3861 EMAIL: <a href="mailto:Mcogswell@govconnection.com">Mcogswell@govconnection.com</a>	CODE <b>0GTJ3</b>	FACILITY	18a. PAYMENT WILL BE MADE BY  SPECIFIED ON EACH ORDER			
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCOK 18a UNLESS BLOCK 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 ATTACHMENT A – PRODUCT AND PRICING GSA SCHEDULE GS-35F-0750P APPLIES</b>  <b>REMIT TO ADDRESS: GOVCONNECTION, INC. P. O. BOX 81018 WOBURN, MA 01813-1018</b>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR  <i>/S/</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <i>/S/</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print) <b>MICHAEL J. COGSWELL SR. DIRECTOR, CONTRACTS</b>		30c. DATE SIGNED  28 MAY 2008	31b. NAME OF CONTRACTING OFFICER (Type or print) <b>R. L. KLINGER CONTRACTING OFFICER</b>		31c. DATE SIGNED  28 MAY 2008	

**Blanket Purchase Agreement  
DoD Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and GovConnection, Inc. (GovConnection) enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract GS-35F-0750P,

FSS Contract Blanket Purchase Agreements (BPAs) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Attachments to this agreement are:

- Attachment A – Product and Price List
- Attachment B – DoD User Guide for Licensing
- Attachment C – Adobe Open Options CLP 4.5 Agreement
- Attachment D – Report of Sales - Standard Format
- Attachment E – Fees and Payments
- Attachment F – ITEC Direct – Standard Format

## **A. TERMS AND CONDITIONS**

1. Pursuant to GSA FSS Contract Number GS-35F-0750P, GovConnection agrees to the following terms of a BPA with the Naval Inventory Control Point – Mechanicsburg, PA. 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 A. Program terms and conditions applicable to products acquired under this BPA can be found in the [Adobe Open Options CLP 4.5 Volume Licensing Program Guide](#) and as summarized in Attachment B. Products acquired under this BPA are subject to the Adobe End User License Agreement (EULA) for the applicable product and the Adobe Open Options CLP 4.5 Agreement shown in Attachment C. End users must consult and comply with the full license terms of the EULA for the specific product that is received when placing an order for an individual product. Customers can view the applicable Adobe EULAs at the following website address: <http://www.adobe.com/products/eulas/main.html>.

The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and 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. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$20M. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

- 3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.
- 4. **BPA Term.** The BPA expires 30 June 2012. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a “best value”.
- 5. **Pricing Terms.** Attachment A provides unit prices for all products under this BPA. BPA prices shall only escalate in accordance with the GSA Economic Price Adjustment clause. The same discount relationship (Discount Percentage off GSA Schedule price) shall be maintained during the term of this BPA. Spot discounting is encouraged and all Adobe discounts and promotions shall be offered to the individual customers. The prices on the BPA will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment E.

6. **Discount Terms and Conditions.**

6.1 **High-Volume Discount.** Adobe is offering DoD Customers a “high-volume” discount level for purchases of Adobe Acrobat products (New Licenses, Upgrade Licenses and Upgrade Plans) ONLY. High Volume discounts are available on orders that meet the minimum unit quantities for an individual SKU. Units of different configurations (license, upgrade, and upgrade plan) cannot be combined to achieve discounts. (Note: Customers can order the total number of licenses against one platform SKU, and then deploy using the cross-platform serial numbers.) The following table lists the discount level and units (quantity per SKU) required per a single transaction (Refer to BPA Attachment A for applicable pricing): For high volume pricing at the Tier 1 Level and orders above 10,000 units of Acrobat, DoD Customers should contact either an Adobe Authorized ESI program reseller or the Adobe Account Manager, Pat Ward (pward@adobe.com) for further details and deeper spot price discounts.

ACROBAT PRODUCTS ONLY (Includes License, Upgrade License and Upgrade Plans)		
HIGH-VOLUME DISCOUNT LEVEL	UNITS REQUIRED PER SKU	DISCOUNT PRICING
Tier 1	5,000 through 9,999	See Attachment A

Rules governing the use of high-volume discounts:

- 1. High-volume discounts apply to new licenses, upgrade licenses and upgrade plan of Adobe Acrobat Products only. There are no high-volume discounts for other Adobe desktop or Macromedia brand-named products.
- 2. The high-volume discounts are applied only to quantities of the same SKU. For example, a customer might have 1,500 existing licenses of Acrobat Standard and 1,500 licenses of Acrobat Professional, which he'd like to upgrade. He also wishes to purchase an additional 1,500 new licenses of each. Total licenses would be 6,000, but the total involves four different SKU's and is not eligible for the quantity 5,000 discount.
- 3. Orders can be aggregated to achieve better discounts. **However, the total quantity must be included on one purchase order. If requirements are aggregated, the order will be shipped to one central point of contact for distribution.**

4. The “one purchase order” must be the *Government Purchase Order*, and not a consolidation of purchase orders from the reseller.

**6.2 Special Solutions and Voluntary Price Reductions.** DOD customers are encouraged to consolidate all of their Adobe Acrobat product (new licenses only) requirements prior to releasing requests for proposals under the ESI program. Adobe will evaluate consolidated requirements and potentially offer a “spot discount” based on total order value. DoD Customers should contact either an Adobe Authorized ESI program reseller or the Adobe Account Manager, Pat Ward ([pward@adobe.com](mailto:pward@adobe.com)) for further details and deeper spot price discounts.

## 7. Price Reduction.

**7.1 Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that GovConnection has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

**7.2 SmartBUY Transition.** OMB has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The GSA is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, Adobe 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, neither Adobe or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

**8. License Agreement.** Notwithstanding any provision to the contrary, licenses are transferable within the authorized users as stated in paragraph B.1. Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions of the End User License Agreement (EULA) for applicable product that accompanies each shipment of software and the Addendum Terms and Conditions incorporated as Attachment C. End users must consult and comply with the full license terms of the EULA for the specific product that is received when placing an order for an individual product. Customers can view the applicable Adobe EULAs at the following website address:  
<http://www.adobe.com/products/eulas/main.html>.

**8.1 Proof of License & Serial Numbers.** The designated DoD ALCs will provide the DoD end-use customer(s) listed on the purchase order with a license confirmation and/or proof of license upon order processing. Upon order entry into Adobe’s licensing system, the ship to and/or end-use customer identify in the order will receive an email notification with instructions on how to obtain the applicable serial number(s) from the Adobe Licensing System. Each serial number covers a single product, version, language, and platform, except for products available in both Macintosh and Windows versions. For these products, serial numbers will be provided for both platforms, even when only one platform is licensed. **NOTE:** All orders placed with a designated DoD ALC shall include the end-use customer’s POC information (name, email address and phone number) to ensure that the appropriate person is being provided serial number notification. If end-use customer information is classified, then an intermediate POC must be listed who will be responsible for forwarding upgrade notifications to the classified end-use customer. Customers requiring additional assistance should contact GovConnection Account Manager at **800-800-0019** or call Adobe Customer Service at **800 443-8158**.

**9. Software Distribution.** License prices and upgrade plans (formerly known as maintenance) do not include media and documentation. Media and Documentation are available for purchase or customers can choose Electronic Software Delivery (ESD). Pricing has been provided for media and documentation under individual CLINs, however, some products may be open market items and not available on GSA schedule. All such products are clearly identified “open market item”. Orders under this BPA may include media and documentation when purchased in accordance with the following standard GSA terms. For administrative convenience, open market (non-contract) items may be added to a FSS BPA or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the *ordering activity* for the open market (non-contract) items.

**9.1 Media and Printed Documentation.** Media and Documentation are available for purchase under the DoD ESI BPAs. The CD Media contains the .exe file for the software application and a .pdf copy of the documentation. Documentation can also be purchased separately for customers who prefer a bound, printed book, instead of printing out their own from the .pdf. DoD end-use customers may order any CDs or printed documentation through their designated ALC provided the quantities do not exceed the number of licenses being ordered. Customers requiring additional assistance should contact GovConnection Account Manager at **800-800-0019** or call Adobe Customer Service at **800 833-6687**.

**9.2 Electronic Software Delivery.** Adobe provides Electronic Software Delivery (ESD) for selected products via the Adobe Licensing Web Site (<https://licensing.adobe.com>). All Adobe products may not be available through ESD. However, as new versions of products are released, they may be made available through ESD. DoD customers requiring ESD should inquire with their designated DoD ALC on the availability of this service. Upon order confirmation, Adobe will provide login instructions to the licensing website. Upon login, there is an ESD link that takes the customer to the site, which allows for product download, if available. End-use customer contact(s) may download any available Adobe desktop software product at any time provided they have proof of license for the product. Downloads shall not be performed prior to receipt of valid license. Customers requiring additional assistance should contact GovConnection Account Manager at **800-800-0019** or call Adobe Customer Service at **800 443-8158**.

**10. Support Programs.** Adobe Support plans enable customers to have successful product deployments and have been created to increase overall customer satisfaction. Available support plans for Professional Support and Server Support include:

Silver Support Program: Offers support for an unlimited number of cases, making support costs predictable over a 12-month period. Designated customer contacts get access to support expertise within approximately three hours of initiating a support request. Incidents may range in complexity from basic troubleshooting to more complex business-specific issues.

Gold Support Program: Offers support for an unlimited number of cases with approximately two-hour response times and support for help desks and broad corporate deployments. Defined service levels help Adobe prioritize resolution efforts on the most important incidents affecting customer’s business.

**11. Upgrade Plan (Formerly known as Maintenance).** Upgrade Plan is a fixed cost that Customers may pay to receive future software product version upgrades that are covered under Upgrade Plan during the term of the CLP membership. Detailed Upgrade Plan information is provided in Attachment B.

## 12. Upgrades and Updates.

**12.1 Upgrades.** Upgrade Plan (formerly maintenance) coverage grants users the right to upgrades for products covered during the Upgrade Plan term. An upgrade is a major release of a software application that includes new features. When a new version is announced for a product in which a customer has an active Upgrade Plan, Adobe will send an upgrade fulfillment email to customers eligible to receive an upgrade license and new software media at no additional charge. The email will include specific instructions on how to upgrade to the new version. Adobe will automatically place an order on behalf of qualifying customers for the new license. Serial numbers corresponding to these orders will be available via the Licensing Web Site at: [www.licensing.adobe.com](http://www.licensing.adobe.com). In addition, Adobe will issue a software media coupon entitling the customer to one copy of the corresponding media. Customers have 90 days to claim the coupon and receive the media at no additional charge. **NOTE:** All orders placed with a designated DoD ALC shall include the end-use customer's POC information (name, email address and phone number) to ensure that the appropriate person is notified when an upgrade is available. If end-use customer information is classified, then an intermediate POC must be listed who will be responsible for forwarding upgrade notifications to the classified end-use customer.

**12.2 Updates.** An update includes enhancements and solutions to known issues with a product, but no major new features. Adobe provides updates to customers at no charge but does not automatically notify customers when an update is available. To find out if an update is available for a product, customers should go to the page for their product on the Adobe Web site at [www.adobe.com](http://www.adobe.com).

## 13. Upgrade License:

- a. Customers not covered by Upgrade Plan can purchase Upgrade Licenses as they become available through one of the designated DoD ALCs. Note: An Upgrade Plan can be purchased for the Upgrade License but only at the time the Upgrade License is purchased.
- b. Customers may purchase the full product license, if an upgrade license is not available. Note: Upgrade Plan can be purchased for the full License but only at the time the full License is purchased.

**14. Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

**15. Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 7.1 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

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

1. **Authorized Users.** The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. **BPA Points of Contact:**

a. **Contracting Office:**

Point of Contact:  
 Naval Inventory Control Point  
 Code 0272.15, Building 407  
 5450 Carlisle Pike  
 Mechanicsburg, PA 17055-0788

POC: Terri Baxter  
 Phone: (717) 605-2003  
 Fax: (717) 605-4600  
 Email: [Terri.Baxter@navy.mil](mailto:Terri.Baxter@navy.mil)

Procuring Contracting Officer (PCO):  
 Naval Inventory Control Point  
 Code 0272  
 5450 Carlisle Pike  
 Mechanicsburg, PA 17055-0788

PCO: Rod Klinger  
 Phone: (717) 605-3824  
 Fax: (717) 605-4600  
 Email: [Rodney.Klinger@navy.mil](mailto:Rodney.Klinger@navy.mil)

b. **Program Management:**

Software Product Manager (SPM):  
 DON IT Umbrella Program Management Office  
 SPAWAR Systems Center **Pacific**  
 Code 55190  
 53560 Hull Street  
 San Diego, CA 92152-5001

SPM: **Susan Ellison**  
 Phone: **(619) 524-9663**  
 Fax: **(619) 524-9678**  
 Email: [Susan.Ellison@navy.mil](mailto:Susan.Ellison@navy.mil)

or Alternate Point of Contact:  
 DON IT Umbrella Program Management Office  
 SPAWAR Systems Center **Pacific**  
 Code 55190  
 53560 Hull Street  
 San Diego, CA 92152-5001

POC: **Thao Vu**  
 Phone: **(619) 553-1065**  
 Fax: **(619) 524-9678**  
 Email: [Thao.Vu@navy.mil](mailto:Thao.Vu@navy.mil)

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

**C. ORDERING**

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA 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>.

**2. Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders. Ordering via this BPA is decentralized. Orders are prepared by an authorized Government Ordering Officer, in accordance with the terms and conditions of this BPA and the GSA Schedule, or prime contractor authorized by a Government Contracting Officer in accordance with FAR Part 51. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155 or by logging on to the GovConnection purchasing page at [www.govconnection.com/esabpa](http://www.govconnection.com/esabpa).

**Notice to Ordering Offices:** This is a multiple award BPA established non-competitively against GSA Schedule. It is the responsibility of the Ordering Officer to --

- a. Comply with the ordering procedures of FAR 8.4 and DFARS 208.4
- b. Obtain competition and/or execute brand name or limited source justifications as applicable;
- c. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- d. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- e. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative.

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

- 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 Points of Contact

- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

On-line ordering can also be accomplished at <http://www.itec-direct.navy.mil>. ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool. The following requirements apply to this BPA:

- a. This BPA may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. If placed in ITEC Direct, the contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, in the standard format enabling expedient data loading and relevant to the acquisition vehicle. The standard format is provided in Attachment F.
- b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.
- c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.
- d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- e. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as the ITEC Direct technical requirements, environment and architecture evolve.

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

5. **Delivery Schedule.** The Contractor will be required to deliver all products within 30 days of receipt of order. More expedient delivery terms may be proposed on individual orders, and are encouraged. Deliveries will be made to the address specified on the delivery orders issued against the BPA.

6. **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 purchase
- 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

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

#### D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address specified on 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, contract line item number and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- 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. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (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 purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

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

#### E. BPA MANAGEMENT AND OVERSIGHT

1. **BPA Administration.** The Contractor must provide centralized 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.
2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment D. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing.
3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment D. 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>.
4. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.
5. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.
6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.
7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.
8. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <http://www.eitoolkit.com>.

## F. Standards.

- 1. YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.
- 2. DISR Compliance.** All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; [dave.brown@disa.mil](mailto:dave.brown@disa.mil). The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.
- 3. Common Security Configurations.** The provider of information technology (IT), at no additional cost to the government, shall ensure applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). The FDCC includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). IAW OMB memorandum M-07-18, "Ensuring New Acquisitions Include Common Security Configurations," a virtual machine has been established to provide IT providers access to FDCC Windows XP and Vista images. These virtual machine images can be found at: <http://csrc.nist.gov/fdcc>. The National Institute of Standards and Technology (NIST) also established a Security Content Automation Protocol (S-CAP) to help IT providers make self-assessments of their products. IT providers must use S-CAP validated tools, as they become available, to certify their products do not alter the virtual machine configurations. Links to the S-CAP tools, and additional information about the S-CAP process can be found at: <http://nvd.nist.gov/scap.cfm>
- 4. Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at [http://www.defenselink.mil/cio-nii/docs/NetCentric\\_Checklist\\_v2-1-3 .pdf](http://www.defenselink.mil/cio-nii/docs/NetCentric_Checklist_v2-1-3.pdf), to provide information on the Net-Centric posture of their IT products and services.
- 5. Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site [www.section508.gov](http://www.section508.gov). The Contractor's Section 508 compliancy information can be found at <http://www.govconnection.com/IPA/Content/GovPromos/Section508.htm>.
- 6. Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR

supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>
- <http://acquisition.gov/comp/far/index.html>
- <http://farsite.hill.af.mil/>

- 252.204-7000 Disclosure of Information (DEC 1991)
- 252.204-7004 Alternate A (SEP 2007) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (JUL 2006)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
- 252.232-7009 Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.246-7000 Material Inspection and Receiving Report (MAR 2008)
- 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- 252.219-7004 Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 252.225-7021 Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) ( Alternate I) (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ( Alternate I) (MAR 2000) ( Alternate II) (MAR 2000) ( Alternate III) (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).