

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQ./PURCH REQ.#	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY CODE NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE, P.O. BOX 2020 MECHANICSBURG, PA 17055-0788	N00104	7. ADMINISTERED BY CODE N00104 SAME AS BLOCK 6 S.C. JOHNSON CODE: 0272.5 PHONE: 717-605-1548 EMAIL: SYLVIA.JOHNSON@NAVY.MIL	

8. NAME AND ADDRESS OF CONTRACTOR DELL MARKETING L.P. ONE DELL WAY BUILDING 8, BOX 26 ROUND ROCK, TX 78682 POC: SHONE ZACHARIAH PHONE: 512-723-7010 EMAIL: SHONE_ZACHARIAH@DELL.COM	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10a. MODIFICATION OF CONTRACT/ORDER N00104-02-A-ZE83 GS-35F-4076D 10B. DATED (SEE ITEM 13) 07/18/2002
CODE 3DMD3 FACILITY CODE	X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACTS/ORDERS AS SPECIFIED ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: CONTRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)	
	D. OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copy.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)

1. THE PURPOSE OF THIS MODIFICATION IS TO ESTABLISH A NEW ORDERING PERIOD FOR THE BPA COMMENCING 04/01/2007.

2. UPDATED BPA TERMS AND CONDITIONS WITH ASSOCIATED ATTACHMENTS ARE APPLICABLE TO THE ORDERING PERIOD COMMENCING 04/01/2007 AND ARE INCLUDED IN THIS MODIFICATION AS FOLLOWS:

<p><u>DELETE ORIGINAL BPA:</u></p> <p>TERMS AND CONDITIONS ATTACHMENT A ATTACHMENT B ATTACHMENT C ATTACHMENT D ATTACHMENT E ATTACHMENT F</p>	<p><u>REPLACE WITH ATTACHMENTS TO THIS MODIFICATION:</u></p> <p>BPA TERMS AND CONDITIONS APPEARING ON PAGES 2 THROUGH 13 ATTACHMENT A PRODUCT AND PRICE LIST ATTACHMENT B PROGRAM AGREEMENT ATTACHMENT C MICROSOFT LICENSING AGREEMENT/PRODUCT USE RIGHTS ATTACHMENT D REPORT OF SALES - STANDARD FORMAT ATTACHMENT E FEES AND PAYMENTS</p>
---	--

DISTRIBUTION:

(2) PURCHASE FOLDER	(1) ELIZABETH.VONASEK@NAVY.MIL	(1) ITSERVICESBPA@GUNTER.AF.MIL
(1) CONTRACTOR	(1) ADELIA.WARDLE@US.ARMY.MIL	(1) SUSAN.LIZZI@DLA.MIL
(1) LINDA.GREENWADE@NAVY.MIL	(1) MARGARET.KIRSCH@US.ARMY.MIL	(1) JONNICE.MEDLEY@DISA.MIL

Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER SHONE ZACHARIAH, CONTRACT MANAGER DELL MARKETING L.P.	(Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER R. L. KLINGER CONTRACTING OFFICER	(Type or print)
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 03/30/2007	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 03/30/2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Blanket Purchase Agreement DoD Enterprise Software Agreement (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Dell Marketing L.P. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4076D.

Federal Supply Schedule 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 - Dell Program Agreement
- Attachment C - Microsoft License Agreement/Product Use Rights
- Attachment D - Report of Sales – Standard Format
- Attachment E - Fees and Payments

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4076D, Dell agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Naval Inventory Control Point (NAVICP). 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. License terms and conditions applicable to products acquired under this BPA are defined in the Dell Program Agreement and the Microsoft License Agreement included as Attachments B and C respectively. 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. The provisions of FAR 52.212-4, 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 \$96.3M. The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.

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

4. BPA Term. The BPA expires upon completion of all enrollments made within the specified ordering period. BPA term is contingent upon Dell maintaining or renewing a GSA FSS Schedule and the BPA will

be reviewed annually. The open ordering period is 4/01/2007 through 3/31/2010. Ordering of Desktop Configurations (new enrollments) and Single Products expires on 3/31/2010. Enrollments that are made during this open ordering period may be renewed under this BPA in the second and subsequent year of the respective enrollment until full payment has been made and the term of the enrollment has expired. Such renewals may be executed after the BPA ordering end date of 3/31/2010 provided the initial enrollment was executed during the open ordering period.

5. Pricing Terms. Attachment A provides all applicable prices. Prices shall not escalate and are not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged and all Microsoft promotions shall be offered to the individual customers. The prices on the BPA will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 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. The schedule of supplies, Attachment A includes desktop configurations and single products as summarized below. The specific terms relating the new and renewal desktop configurations are fully explained in the Program Agreement, Attachment B to the BPA.

5.1 Desktop Configurations (CLINs 1080 thru 1085). The desktop configurations included in Attachment A may be purchased under an Annual Payment Schedule or a Lump Sum Schedule. The initial purchase of a desktop configuration is a new enrollment. New desktop enrollments include license and three years of software assurance. Desktop renewal enrollments include software assurance only.

5.1.1 Annual Payment Schedule. This purchase plan provides for three annual payments for enrollments purchased within the ordering period specified in Paragraph 4 above. The second and third payments will be due on the anniversary date of the initial purchase. See Attachment A for the appropriate CLINs when ordering a second or third year under an existing enrollment.

5.1.2 Lump-Sum Payment Schedule. This schedule is for one lump sum, up-front payment for all three years. Software Assurance for all components of the desktop configuration is provided for three years. Discounts have been taken into consideration in the overall price of the BPA.

5.2 Single Products (CLINS 0001 thru S004). The products included in Attachment A may be purchased at the stated unit prices. Software Assurance coverage will continue for three years from the date of purchase, however, the full purchase price must be paid when the products are initially ordered.

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

7. License. Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions of Microsoft License Agreement/Product Use Rights (PUR) dated April 2007 and the terms of GSA Schedule SIN 132-33. The PUR that is in effect at time of BPA issuance or renewal is included as an attachment to the BPA for reference purposes. Future purchases may be subject to updated versions of the PUR as new products are introduced, however, such new versions may not provide for detrimental changes in use rights. Refer to the PUR for a full explanation of which use rights apply. Additional license grants applicable to the desktop configurations and any additional products that are enrolled with the desktop configurations are listed in the Program Agreement included as Attachment B to this BPA.

Proof of license shall be provided to the end use customer. The Dell purchase invoice serves as proof of licensing.

8. Rights of Survivorship of the Agreement. This Agreement shall survive unto Dell, it's Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Dell by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

9. Software Distribution. License prices do not include media that may be required for installation of the software. 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 by the *ordering activity*, and price reasonableness has been determined by the *ordering activity* for the open market (non-contract) items.

Single orders of 250 licenses or more are entitled to one copy of the media at no charge. Additional media must be purchased if more than one copy is required.

10. Software Assurance (Maintenance). The term of Software Assurance is three years. Coverage shall commence upon purchase by the end user and continue for a three-year term. While Software Assurance grants users the right to upgrades and updates, customers must request such upgrades or updates by downloading web accessible information or purchasing the media. The contractor shall provide notice of update/upgrade availability on the contractor web site and notify the service program offices via email. Email notices shall be furnished to Linda.Greenwade@navy.mil, Adelia.Wardle@us.army.mil, ITServices.BPA@gunter.af.mil and susan.lizzi@dla.mil.

10.1 Desktop Configuration Renewals (CLINs 1090 thru 1102). Customers are eligible to purchase renewal items under the following conditions:

- a. All components of the desktop configuration are properly licensed and have existing Software Assurance coverage; or
- b. All components of the desktop configuration are properly licensed and all payment obligations under an Enterprise Agreement enrollment have been met.

This eligibility applies regardless of the contract vehicle used to acquire the current licenses or upgrade protection. In the event that the current version of software, or the expiring Software Assurance coverage, was not purchased from another Enterprise Agreement, a Proof of Eligibility must be provided to the contractor. The Proof of Eligibility is a written notice from the Contracting Officer that states the customer (enrollee) is properly licensed for all of the components of the desktop configuration and is eligible to enroll under the applicable product configuration renewal item.

10.2 Single Products (CLINS 0001 thru S004). Software Assurance products may be purchased subject to the normal licensing requirements imposed by Microsoft. No additional certifications are required.

11. SmartBUY Transition. OMB has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (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, Microsoft and/or 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, the DoD shall not be precluded from licensing products or purchasing services under a SmartBUY agreement.

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

13. Substitution and Technology Refreshment. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 6 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. AUTHORIZED USERS

1. Authorized Users. The BPA is open for ordering by 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 and the Intelligence Community. 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:

2.1 Contracting Office:

Point of Contact:

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

POC: Sylvia Johnson
Phone: (717) 605-1548
Fax: (717) 605-4600
Email: sylvia.johnson@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

2.2 Program Management:

Software Product Manager (SPM):

DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code 2829
53560 Hull Street
San Diego, CA 92152-5001

SPM: Linda Greenwade
Phone: (619) 524-9616
Fax: (619) 524-9678
Email: linda.greenwade@navy.mil

or Alternate Point of Contact:

DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code 2829
53560 Hull Street
San Diego, CA 92152-5001

POC: Peggy Harpe
Phone: (619) 524-9701
Fax: (619) 524-9678
Email: peggy.harpe@navy.mil

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

C. ORDERING

1. Enterprise Software Agreement (ESA) Regulation: DFARS Section 208.74 directs software buyers and requiring officials to check the DoD ESI website (<http://www.esi.mil>) for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or 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 is a DoD ESA and will be posted to the DoD ESI website at <http://www.esi.mil> as part of the ESI program.

2. Delivery Orders. The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, or on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

Special Ordering Instructions for Army Orders - The Army has established a Microsoft (MS) Enterprise Agreement. Army policy states that Army users and organizations where the Army is the Executive Agent must use this agreement for MS products unless they are in one of the exempt organizations, (joint organizations, education or MEDCOM). All Army orders will be placed through the ASCP web site it e-mart at https://ascp.monmouth.army.mil/scp/software/ms_index.jsp.

Notice to Ordering Offices: Notice to Ordering Offices: This is a multiple award BPA established non-competitively against GSA Schedule. Refer to the ESI website at <http://www.esi.mil> for the listing of the multiple award vendors. 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 and publish 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.

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

- 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 necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.)
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

5. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data 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.

This BPA will be posted to the DoD ESI website at <http://www.esi.mil> as part of the ESI program. This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

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.
- 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.

6. Delivery Schedule. The Contractor will be required to deliver all products within 7 days of receipt of order. More expedient delivery terms may be proposed on individual orders, and are encouraged. Deliveries will be made to the address specified on the delivery orders issued against the BPA.

7. Delivery Notice. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales 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

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

D. INVOICING AND PAYMENT

1. Invoicing. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. 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) prompt payment regulations at 5 CFR part 1315.

2. Fast Payment Procedure. The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE 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 program management functions would include customer service, invoicing, payment and submission of monthly and quarterly reports.

2. Report of Sales. A Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. The Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment (C). Negative reports are required. The SPM or PCO will provide written approval of each monthly report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the services participating in fee sharing.

3. United Nations Standard Products and Services Code. The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The

management and development of the UNSPSC Code is coordinated by GS1 US. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>.

4. Records. The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. Program Management Reviews (PMR). The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager and may require travel to a Government named site. 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 agency sponsored events and news media geared to Government/DoD IT people.

F. STANDARDS

1. YEAR 2000 Compliance. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. DISR Compliance. All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.

3. Section 508 of the Rehabilitation Act Compliance. All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. Microsoft Section 508 compliancy information can be found at <http://www.microsoft.com/enable/microsoft/section508.aspx>

4. Additional Clauses. Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional 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 (Nov 2003) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (OCT 2003)
- 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 2003)
- 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2007)

(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.

- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 252.225-7021 Trade Agreements (NOV 2006) (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 (OCT 2006) (Alternate I) (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 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 (MAY 2006) (10 U.S.C. 2227).
- 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).