

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>			1. REQUISITION NUMBER	PAGE 1 OF 11
2. CONTRACT NO. <b>N00104-12-A-ZF41</b>	3. AWARD/EFFECTIVE DATE <b>10 August 2012</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 <b>NAVSUP Weapon Systems Support</b> <b>5450 Carlisle Pike</b> <b>P.O. Box 2020</b> <b>Mechanicsburg, PA 17055</b>  POC: <b>Lauren L. Johnson</b> PHONE: <b>(717) 605-5992</b> EMAIL: <b>lauren.johnson@navy.mil</b>	CODE <b>N00104</b>	10. THIS ACQUISITION IS <input checked="" 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:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
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15. DELIVER TO <b>Specified on Each Order</b>	CODE	16. ADMINISTERED BY <b>Basic Agreement - Same as Block 9</b>  <b>Orders - as Cited on Each Individual Order</b>	CODE
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17a. CONTRACTOR/ OFFEROR <b>Forrester Research, Inc.</b> <b>60 Acorn Park Drive</b> <b>Cambridge, MA 02140</b>  POC: <b>Mark A. Western</b> PHONE: <b>(703) 584-2626</b> EMAIL: <b>mwestern@forrester.com</b>	CODE <b>1NSB6</b>	FACILITY	18a. PAYMENT WILL BE MADE BY <b>Specified on Each Order</b>	CODE
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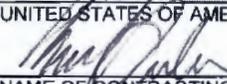
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>See Attachment A - Pricing</b> <b>GSA Schedule GS-35F-4900H Applies</b>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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.
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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:
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30a. SIGNATURE OF OFFEROR/ CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or Print) <b>Michael Doyle</b> <b>Chief Financial Officer</b>	31b. NAME OF CONTRACTING OFFICER (Type or print) <b>W. M. HUBER</b> <b>Contracting Officer</b>
30c. DATE SIGNED <b>8-10-12</b>	31c. DATE SIGNED <b>10 AUG 2012</b>

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30**

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		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO <b>Specified on Each Order</b>	CODE	16. ADMINISTERED BY <b>Basic Agreement – Same as Block 9</b> <b>Orders – as Cited on Each Individual Order</b>	CODE
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 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) <b>W. M. HUBER</b> <b>Contracting Officer</b>	31c. DATE SIGNED
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## **Blanket Purchase Agreement DoD Enterprise Agreement for Services (EA-S)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Forrester Research, Inc 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-4900H.

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 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 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, which applies to the acquisition of any commercial software for a DoD end user. The DFARS requirements are not applicable to the services acquired under this BPA.

Attachments to this agreement are:

- Attachment A – Product and Price List
- Attachment B – Fees and Payments
- Attachment C – Report of Sales Format
- Attachment D – Ordering Guide

### **A. TERMS AND CONDITIONS**

1. Pursuant to GSA FSS Contract Number GS-35F-4900H, Forrester Research, Inc agrees to the following terms of a BPA with the Naval Supply Systems Command (NAVSUP) Weapon Systems Support (WSS). 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. A tiered discounting structure will be used for the items in Attachment A. A four percent discount off of GSA prices will apply, for Forrester Works, until sales under the BPA reach \$1.5 Million. A five percent discount, for Forrester Works, off of GSA prices will apply for orders issued after the \$1.5 Million in sales is reached. A separate tiered discounting structure applies to Service Units and Consulting Services.

2. **Scope.** From time to time, the Government requires non-personal services necessary to research Information Technology (IT) trends and obtain contractor guidance to advise it of suggested market alternatives. In addition, the Government has requirements to keep abreast of current IT innovations to keep its IT infrastructure current. To provide this information, it is often required that the Government attend symposiums and other public events that are topic specific that address the private and public IT environment and initiatives. This BPA provides the services necessary to meet these criteria.

3. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$15 million. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

4. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.
5. **BPA Term.** The BPA is for a base period of one year and four one-year options. 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".
6. **Pricing Terms.** Attachment A provides unit prices as explained below. Prices shall not escalate unless and until a price adjustment to the parent GSA MAS contract has been approved by GSA. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% 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 B.
8. **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that Forrester Research, Inc has under any other United States contract instrument under like quantities, terms and conditions. If at any time the prices under any other such United States contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.
8. **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. Proposed prices for new or revised products shall be constructed in accordance with paragraph 7 of this BPA for most favored prices.
9. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, Forrester Research, Inc schedules the products for discontinuation, improvement and/or replacement, Forrester Research, Inc shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposals shall include a description of the labor categories, services and/or products, an electronic copy of the pricing tables and evidence of inclusion on GSA schedule. Proposed prices for new or revised products shall be constructed in accordance with paragraph 7 of this BPA for most favored prices.

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

### **1. Authorized Users:**

- a. 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 Unified 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.
- b. 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.
- c. Government contractors performing work for a DoD end user (as defined above) may place Delivery Orders under this BPA on behalf of and for the benefit of the DoD entity if authorized by their cognizant

Contracting Officer in accordance with the requirements of FAR 51 and/or DFARS 251 as appropriate.

**2. BPA Points of Contact:**

**a. Contracting Office:**

Point of Contact:  
NAVSUP Weapon Systems Support  
Code 0272.11, Building 407  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

Procuring Contracting Officer (PCO):  
NAVSUP Weapon Systems Support  
Code 0272  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

POC: Lauren L. Johnson  
Phone: (717) 605-5992  
Fax: (717) 605-4600  
Email: [Lauren.Johnson@navy.mil](mailto:Lauren.Johnson@navy.mil)

PCO: Shawn Mitchell  
Phone: (717) 605-4046  
Fax: (717) 605-4600  
Email: [shawn.r.mitchell@navy.mil](mailto:shawn.r.mitchell@navy.mil)

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

Software Product Manager (SPM):  
SPAWAR Systems Center Pacific  
Code 55390, Bldg 91  
53560 Hull Street  
San Diego, CA 92152-5001

or Alternate Point of Contact:  
SPAWAR Systems Center Pacific  
Code 55390, Bldg 91  
53560 Hull Street  
San Diego, CA 92152-5001

SPM: Aileen Astillero  
Phone: 619-553-4789  
Email: [aileen.astillero@navy.mil](mailto:aileen.astillero@navy.mil)

POC: Nina Diep  
Phone: 619-553-1023  
Email: [nina.diep@navy.mil](mailto:nina.diep@navy.mil)

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

**d.** Task Orders will be administered by the issuing office or as otherwise specified in the order.

**C. ORDERING**

1. This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil> and is publicly accessible.

2. **Delivery/Task Orders.** The scope of this effort is the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Delivery requirements will be stipulated on Task/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 Forrester Research, Inc purchasing page at [www.forrester.com](http://www.forrester.com).

**Notice to Ordering Offices:** This is a single 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. Publicize "brand name" justifications as applicable;
  - d. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
  - e. 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,
  - f. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative.
3. **Security.** Any specific security requirements will be addressed in the task orders/delivery orders placed against this BPA.
4. **Other Direct Costs (ODCs).** ODCs consist of materials, hardware, and software that are not priced in the BPA schedule. Such items may only be added to BPA orders for administrative convenience based on the Ordering Officer's compliance with applicable regulations. Requirements that include software as an ODC must consider the use of DoD Enterprise Software Agreements in accordance with DFARS 208.7400.
5. **Travel.** Travel costs are allowable only to the extent specifically authorized by the Ordering Office in individual task orders. Travel may be fixed price or reimbursable in accordance with GSA Schedule provisions. Reimbursable travel is subject to the applicable Joint Travel Regulations (JTR). Current JTR rates can be found at: <http://www.defensetravel.dod.mil/>. No profit or fee will be paid on travel. GSA IFF and ESI ACT fees do not apply to travel costs.
6. **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. Information such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
  - f. Links to DoD ESI and the Government web sites
7. **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. The following requirements apply to this BPA:

- a. This BPA may be placed in the Department of the Defense's (DoD) ESI Website. If placed on the ESI Website, the contractor shall ensure that the data and information distributed to the Government to be loaded on the ESI Website is current, accurate, complete, in the standard format enabling expedient data loading and relevant to the acquisition vehicle.
- b. The Contractor shall maintain an Ordering Guide with the required and relevant information and web links to be accessible by the ESI Website.
- c. The Contractor shall maintain coordinated and integrated hypertext links to the ESI Website from their World Wide Web site(s) to the ESI Website and shall ensure the integrity of any data and information posted on their web sites for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through the ESI Website to the vendor.
- d. The Contractor shall provide a secure environment in which to 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 ESI Website technical requirements, environment and architecture evolve.

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

8. **Delivery Schedule.** Delivery of all services shall be in accordance with the task/delivery order.
9. **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. **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. 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, educating the sales force and submission of monthly/quarterly reports and approved fee payments.

- 2. **Report of Sales.** The Contractor shall provide a Report of Sales to the SPM and the PCO in electronic format within thirty (30) days following completion of the quarterly 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 shall provide written approval of each report to the Contractor. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees in accordance with Attachment B. The SPM or PCO will provide a copy of the approved quarterly Report of Sales to the DoD Components participating in fee sharing.

- 3. **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.

- 4. **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, sales leakage, 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.

- 5. **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.

- 6. **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.

#### **F. Standards.**

- 1. **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.

**2. 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 (APR 2008)
- 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)
- 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Jun 2012)

(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.

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

<input checked="" type="checkbox"/>	252.203-7003	Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input checked="" type="checkbox"/>	252.219-7003	Small Business Subcontracting Plan (DoD Contracts (JUN 2012) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
<input type="checkbox"/>	252.225-7001	(i) Buy American Act and Balance of Payments Program (JUN 2012) (41 U.S.C. 10a-10d, E.O. 10582). (ii) Alternate I (OCT 2011) of 252.225-7001.
<input type="checkbox"/>	252.225-7008	Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
<input type="checkbox"/>	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.225-7017	Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).
<input type="checkbox"/>	252.225-7021	(i) Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). (ii) Alternate I (OCT 2011) of 252.255-7021. (iii) Alternate II (OCT 2011) of 252.255-7021.
<input checked="" type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input checked="" type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7036	(i) Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). (ii) Alternate I (JUN 2012) of 252.255-7036. (iii) Alternate II (JUN 2012) of 252.255-7036. (iv) Alternate III (JUN 2012) of 252.255-7036. (v) Alternate IV (JUN 2012) of 252.225-7036.  (vi) Alternate V (JUN 2012) of 252.225-7036.
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<input checked="" type="checkbox"/>	252.225-7039	Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of

		Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
<input checked="" type="checkbox"/>	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).
<input checked="" type="checkbox"/>	252.227-7013	Rights in Technical Data – Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
<input checked="" type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
<input checked="" type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227,7102-4(c)).
<input checked="" type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
<input checked="" type="checkbox"/>	252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
<input type="checkbox"/>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input type="checkbox"/>	252.246-7004	Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
<input type="checkbox"/>	252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
<input checked="" type="checkbox"/>	252.247-7023	(i) Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
<input type="checkbox"/>		(ii) Alternate I (MAR 2000) of 252.247-7023.
<input type="checkbox"/>		(iii) Alternate II (MAR 2000) of 252.247-7023.
<input type="checkbox"/>		(iv) Alternate III (MAY 2002) of 252.247-7023.
<input checked="" type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7027	Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(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:

252.225-7039	Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
252.227-7013	Rights in Technical Data – Noncommercial Items (FEB

- 2012), if applicable (see 227.7103-6(a)).
- 252.227-7015 Technical Data – Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- 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).