

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 10-Aug-2006	4. REQUISITION/PURCHASE REQ. NO.	1   25
6. ISSUED BY ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700		CODE W91QUZ	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DLT SOLUTIONS ADAM W MCDOWELL 13861 SUNRISE VALLEY DRIVE SUITE 400 HERNDON VA 20170			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-A-0002	
			X 10B. DATED (SEE ITEM 13) 31-May-2006	
CODE 0S0H9		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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: 52.212-4 (c) Contract Terms & Conditions				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jw illi062607 The purpose of this modification is to designate DLT as a SmartBuy BPA for Oracle purchases. See summary of changes				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RONALD L HYDE / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: Ronald.Hyde@itec4.army.mil	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Ronald L Hyde</i> (Signature of Contracting Officer)	
(Signature of person authorized to sign)			16C. DATE SIGNED 21-Aug-2006	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

BPA TERMS AND CONDITIONS

To better serve Oracle software users throughout the Army and all Federal Agencies covered by Smart Buy, and to promote administrative efficiency, ACA-ITEC4 has restructured the original DEAL-O blanket purchase agreement DAAB15-99-A-1002. Oracle Corporation was the original holder of this BPA, and by modification its resellers Mythics and DLT Solutions, Inc., were added to Oracle's BPA. In the present action, the two resellers have been removed from the DEAL-O BPA, and new separate BPAs have been established for them. Effective with this modification, Oracle is the sole holder of DEAL-O BPA DAAB15-99-A-1002 for the purpose of issuing new orders.

**TERMS AND CONDITIONS:** Aside from administrative items, the Terms and Conditions for all DEAL-O BPAs are the same as before the restructure. Where appropriate and in accordance with current competition policies and guidelines. Orders for Oracle software products/services should be competed among the DEAL-O BPA holders Oracle, Mythics and DLT Solutions unless they decline.

**PERFORMANCE/PAYMENT OF EXISTING ORDERS:** Until they expire, orders previously issued against BPA DAAB15-99-A-1002 (including options) shall continue to be fulfilled by the vendor to whom the order was issued. Payment on these existing orders shall be made to the vendor to whom the order was issued.

Activities placing orders after 15 June 2006 will be required to place orders using the applicable blanket purchase agreement.

**BLANKET PURCHASE AGREEMENT  
DOD ENTERPRISE SOFTWARE AGREEMENT (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and DLT Solutions Inc. wish to enter into a Blanket Purchase Agreement ("BPA") aimed at reducing the administrative costs of acquiring Oracle commercial items under the General Service Administration (GSA) Federal Supply Schedule (FSS) Program.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) 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.

This BPA has been designated as a DoD ESI and GSA SmartBUY Contract, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the DoD and authorized contractors, except as restricted herein. DLT acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the federal government. This understanding will be conveyed

to all of Oracle's assigned federal license sales personnel, pursuant to Section E.6. of this BPA.

The Army Contracting Agency - Information Technology, E-Commerce, and Commercial Contracting Center (ITEC4) has entered into this and similar BPAs on behalf of the Assistant Project Manager Army Small Computer Program (APM-ASCP) with Mythics and Oracle USA, Inc. (Oracle) These BPAs are issued to provide the Department of Defense (DoD) database software licenses, software maintenance support, training and consulting services in support of the Department of Defense's mission. DLT Solutions (DLT) shall serve as the prime contractor under this BPA and orders shall be issued directly to DLT pursuant to DLT Solutions GSA Schedule GS-35F-4543G ("DLT's GSA Contract").

The Government and DLT Solutions, Inc. (DLT) understand and agree that changes will need to be made from time to time to this BPA. DLT and DoD ESI will continue to endeavor to negotiate DOD ESI / SmartBUY Ts&Cs for Oracle Products and DLT shall provide a copy of its BPA to each DOD ESI / SmartBUY Partner so that each Partner may determine the extent to which such changes may apply to their BPA.

Smart Buy Mandatory Channel- Oracle acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the Federal Government.

This BPA and all orders hereunder are subject to the following terms and conditions:

## **A. TERMS AND CONDITIONS**

### **1. Products Available Under this BPA.**

The Software Products, Software Maintenance, Training and Consulting Services listed in DLT Solutions, Inc. (DLT) BPA Pricing tables (including all subCLINs)) comprise the most frequently ordered Oracle products being purchased as of the date of this BPA. The price discounts for the DLT's CLINs under this BPA are provided at DLT's attached Discount Pricing table.

Items included on the DLT GSA Schedule contract and not listed specifically may be purchased at rates negotiated by the Ordering Office and DLT under CLIN 2175 entitled "Other Direct Costs-GSA Schedule". CLIN 2175 is subject to the terms and conditions of this BPA and DLT's GSA Contract.

Ordering Officers may negotiate special solutions with DLT under CLIN 2176 in accordance with the terms and conditions of the DLT GSA Contract.

Software licenses purchased under this BPA shall be perpetual software licenses, subject to the license terms of DLT's GSA Contract, this BPA and the Order. However, the license terms in an order shall prevail over the applicable GSA Contract and this BPA.

### **2. Prevailing Terms and Conditions.**

All orders placed against this BPA are subject to the terms and conditions of DLT's GSA Schedule Contract as specified above. 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 applicable GSA Contract, the provisions of the BPA will take precedence.

### **3. Obligation of Funds.**

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

### **4. Effective Date and Duration of BPA.**

This BPA is effective from the date of award through the effective period of the GSA Schedule GS-35F-4543G . Either APM-ASCP or the Contractor with ninety (90) days written notice may terminate the BPA or a portion thereof provided however, that such termination shall not effect the obligations of the Government or DLT under any then existing delivery order or lease agreement. The then existing delivery order or lease agreement shall continue in full force and effect as though the BPA had not been terminated.

#### **5. Ordering Period.**

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 4, above.

#### **6. Enterprise Licenses.**

Under the Special Solutions CLIN 2176, Agencies under any of the fifteen Executive Departments of the U.S. Federal Government, and Independent Establishments as defined in 5 U.S.C. 104 (1) (“Agency”) may procure an Enterprise License which provides for the use of certain programs on an enterprise basis for an entire Agency’s population of users, provided the programs are used only in support of the Agency’s internal business operations. Specific program license bundles and pricing are shown in Exhibit A-10: “Oracle Enterprise License”. An Agency’s licensed population will be specifically defined in an ordering document prepared and agreed to by the contractor and the Agency. The salient features of the Oracle Enterprise License include:

- A. Product Coverage. The Enterprise License is available only for specific Oracle core technologies as identified in the product bundle options as defined in the above referenced Exhibits.
- B. License Population. The Enterprise License will be available only if an Agency wishes to license its entire population of users, which must include employees and on-site contractors or off-site contractors accessing Agency owned or leased hardware and may only be used for the purposes of supporting the Agency’s internal business operations. The population must be specifically defined in the ordering document agreed to by the contractor and the Agency. The Agency population must be identifiable by objective evidence, such as annual budgeting or appropriation documents.
- C. Annual Verification and True-Up. Each Oracle SmartBUY Enterprise License shall contain an annual true-up provision agreed to by the contractor and the Agency that provides for an annual adjustment of the licensed Agency Population. Such provision shall provide that on the first anniversary of the effective date of the enterprise license ordering document, and every anniversary date thereafter, the Agency shall be required to report to Oracle in writing the then current total number of users comprising the Agency Population metric (e.g., total employees and on-site support contractors), as specifically defined and set forth in the Ordering Document. If the report to Oracle identifies an increase in the users comprising the Agency Population compared to the licensed Agency Population (as originally established or as adjusted by a previous true-up), the Agency shall be required to place an order to account for the additional usage of the Enterprise License as well as to provide for additional Technical Support associated with the additional usage. This adjustment shall only be required when users comprising the Agency Population
  - (a) increased three percent (3%) or greater compared to the licensed Agency Population and the licensed Agency Population is less than 15,001;
  - (b) increased two percent (2%) or greater compared to the licensed Agency Population and the licensed Agency Population is between 15,001 to 99,999; or
  - (c) increased one percent (1%) or greater compared to the licensed Agency Population and the licensed Agency Population is greater than 99,999.If, on the annual anniversary date, there is no change or a decrease in the users comprising the Agency Population, no additional fees shall be due and the licensed Agency Population will remain unchanged. An Agency shall not be entitled to a refund, credit or other consideration of any kind in the event of a reduction in the number of users comprising the Agency Population.

Note: Unless specifically provided otherwise in the ordering document between the contractor and the Agency, all true-up and technical support renewals shall occur between Oracle and the Agency, even if the original ordering document was not directly with Oracle.

Note: If on any anniversary date, Agency elects not to certify, update the Enterprise License, or provide payment (if appropriate), upon Oracle's prior written notice to Agency, the Enterprise License shall revert to Oracle's standard license metrics; any such reversion shall be in accordance with Oracle's standard migration policies and license metrics in effect at the time. In no event shall Agency be entitled to any refund or other consideration, nor shall Agency be relieved of any obligation to pay for technical support Agency may have ordered, should Agency cause such reversion under this provision. If Agency is not current on technical support for the Enterprise License at the time this clause is invoked, Agency shall be required to pay appropriate fees for lapsed support pursuant to Oracle's standard policy in order to purchase technical support for the licenses resulting from this provision. This provision shall not require Oracle to deliver any programs nor entitle Agency to any program updates.

- D. Support Cap: Enterprise Licenses acquired under this BPA will have a 0% support cap for the initial three annual support renewals.
- E. Assignment of Enterprise Licenses: In the event an Agency that has purchased an Enterprise License under this BPA ("licensed Agency") is re-organized or restructured such that its responsibilities and operations are transferred to another Agency, such licensed Agency shall have the right to assign effected program licenses to a successor. Such assignment shall only be effective if: (1) the licensed Agency provides advance written notice to DLT; (2) the licensed Agency has continuously maintained Software Update License & Support; and, (3) the licensed Agency and the successor Agency agree to be bound in writing to appropriate modifications and/or ordering documents as mutually agreed by the parties to effectuate the assignment.
- F. Surge Usage for National Defense. Where appropriate, subject to mutual agreement, DoD and Agencies directly supporting national security efforts may be provided surge usage in the event of a war or national mobilization. The following language may be included in the ordering document, subject to contractor's agreement:
- "In the event of a declaration of war or national mobilization, for a period of time no greater than twelve months, there shall be no limit on the number of licenses for the Programs for temporary use by the 'ordering Activity' to support its operations. This temporary use is only for Programs licensed on this Ordering Document."
- G. Migration: Agencies shall migrate programs previously licensed into the Enterprise License pursuant to Oracle's then current migration policies; to the extent the Agency is up to date on technical support. At the time of migration of such program licenses, it will be necessary for the contracting officer to agree to terminate the migrated licenses and to provide the contractor written assurance in the ordering document indicating that the Agency is authorized to enter into the migration option with respect to the terminated licenses. Except for credit provided under Oracle's then current migration policy, Customer shall not be entitled to any refund or other consideration should Customer elect to migrate to the Enterprise License.
- H. Open Market. DLT does not maintain an Enterprise License metric on its GSA Schedule Contract; however, software programs in the bundles in Exhibit A-10, which are being made available under this BPA, are on DLT's GSA Schedule Contract. Any programs not on DLT's underlying GSA Schedule must be identified as open market items at the time of order placement.

## 7. Pricing.

The unit prices and rates for this BPA shall be based on the GSA Contract pricing currently in effect at the time the

order is placed.

The base price offered by DLT under this contract for any software product under a lease or special solution shall not exceed the price of that software available on this BPA. The terms of the lease shall be at least as good as the rates provided in the applicable GSA schedule.

DLT agrees that in no case shall the prices specified in this BPA be more than the prices reflected in DLT's GSA Contract for identical products and first year technical support services. No less than quarterly, DLT shall propose to adjust its BPA CLIN prices to reflect price adjustments made during the previous quarterly period under its GSA Contract for the identical products and first year technical support services.

No less than quarterly, DLT agrees to provide APM-ASCP with an electronic copy of its U.S. Price List for software products and first year technical support as well as applicable change records.

#### **8. Discount Structure.**

- A. Software Licenses and First Year Software Maintenance Services. The single order software license and first year support dollar amount will be used to determine the applicable percentage discount. See DLT Software and first year support for E-Business Discount table and related discounts. Software and first year software maintenance (if ordered at the same time with the associated software license) will receive the same percentage discount level. Software support fees included with a software license order and any applicable credits will not be included in the determination of the software license discount.
- B. Software Maintenance Services Renewals. An ordering activity may elect to renew its current software maintenance services (technical support renewals) under this BPA and if the renewal order is executed on or before September 30, 2006, the software maintenance services fees will not increase by more than 0% over the prior year's fees ("Support Cap") for the initial three renewals under this agreement. Should an ordering activity have a more favorable support cap than the Support Cap in terms of the length of such support cap, Oracle agrees to honor, under this BPA, such support cap with respect to the specific renewal(s) to which it applies.
- C. Professional Services. As provided by Consulting and Educational tables.

#### **9. Voluntary Price Reductions and Special Orders.**

DLT can voluntarily reduce prices and labor rates at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the U.S. Army Small Computer Product Manager. In addition, DLT may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN 2176 , Special Solutions.

#### **10. Media.**

When electronic delivery is required, Oracle shall deliver the following Internet URL: <http://edelivery.oracle.com> to Ordering Activity through which Ordering Activity can access and download all of the software programs and program documentation for each program specified in the Ordering Document for such programs available in production release as of the effective date of the relevant Ordering Document. Please be advised that not all programs are available on all platforms. For current program availability please check the electronic delivery web site. Provided Ordering Activity continuously maintains Software Update License & Support, Ordering Activity may continue to download the software programs for the licensed programs under this ordering document at the electronic delivery web site and/or order CD packs through the Oracle Store at the standard CD pack price. The Ordering Activity shall be responsible for installation of the licensed Programs regardless of the method of delivery.

Delivery, if required in tangible form, shall be made as negotiated between the Ordering Activity and DLT. Such tangible delivery includes a media shipment (in object code form as a set of CD Packs) for no additional charge. Additional CD Packs may be ordered with the Program Licenses ordered for an additional charge. Where tangible delivery is required, DLT shall deliver to the address specified by Ordering Activity.

The delivery requirement, destination and delivery date shall be specified in each order.

Applications and/or Tools Programs may also include any source code that Oracle provides as part of its standard delivery of such Programs. This code shall be governed by the terms of this BPA, the Schedule and the relevant Ordering Document.

#### **11. Audits.**

Unless expressly provided otherwise in an individual order, Licensee shall perform an internal audit annually and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. The Licensee will furnish DLT with a signed certification that the programs are being used pursuant to the provisions of the order including but not limited to the license quantities, or Licensee shall permit DLT to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All DLT personnel must have appropriate security clearances to gain access to Licensee site or data, if required.

#### **12. Maintenance.**

- A. Annual Technical Support for Programs is provided under Oracle's Technical Support policies, which are in effect on the date Technical Support services are ordered. The current version of the technical support policies may be accessed at <http://oracle.com/contracts>. Oracle's Technical Support policies are subject to change at Oracle's discretion; however, Oracle will maintain a materially equivalent level of services provided for supported programs during the period for which fees for technical support have been paid. Technical Support consists of Software Updates and Product Support. Software Updates provides an Ordering Activity with rights to new Oracle releases including product upgrades, maintenance releases and patches. Product Support is a 24x7 technical support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software via telephone or web access. Software Update License & Support is a single component Technical Support offering.
- B. Oracle will provide twelve months notice prior to de-supporting any product acquired under this BPA through Oracle's support website or through other means.
- C. If Oracle reduces or replaces the functionality contained in the licensed products ("Licensed Product"), and provides this functionality as a separate or renamed product ("Product") at no additional cost to customers currently under Oracle technical support for the Licensed Product, then an ordering Activity shall be entitled to the license of such Product which is generally available in production release at no additional license or maintenance fee, provided that such ordering Activity is under then current Oracle technical support for that Licensed Product, and subject to the terms and agreements of the applicable license agreement.

#### **13. Limitation of Liability.**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, NOR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DLT's LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE ORDERING DOCUMENT, AND IF SUCH DAMAGES RESULT FROM CUSTOMER'S USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY, PRORATED OVER A FIVE-YEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF PERFORMANCE OF THE APPLICABLE SERVICES.

#### **14. Reporting and Payment of Fees.**

As a result of this BPA, DLT shall be solely responsible for the following:

1. Reporting:
  - a. Submittal of Consolidated ASCP Deliverable reports
  - b. Submittal of applicable GSA reports
2. Payment of the GSA Industrial Funding Fee (IFF) and Acquisition, Contracting & Technical (ACT) Fee for Service for all orders awarded to DLT.

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

### **1. Authorized BPA Users.**

This Enterprise Software Agreement/SmartBUY Contract is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the Department of Defense (DOD), and authorized contractors, except as restricted herein.

Pursuant to FAR Part 51, contractors performing work for the agencies set forth above may use this BPA on behalf of and for the benefit of an agency(ies) if they provide DLT with a bona fide Letter of Authorization from their cognizant Contracting Officer. The letter must be on appropriate Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed by the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer. Contracting Officers for Contractors working in a classified environment shall coordinate the letter of authorization requirements with APM-ASCP.

### **2. BPA POINTS OF CONTACT**

#### **a. Procuring Contracting Officer (PCO):**

Name: Ron Hyde  
U.S. Army Contracting Agency – ITEC4  
Phone: 703-325-4625  
Fax: 703-428-9842  
Email: [ron.hyde@us.army.mil](mailto:ron.hyde@us.army.mil)

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

Name: Diane Grim  
Assistant Project Manager – Army Small Computer Program  
Phone: 732-427-6723  
Fax: 732-532-5185  
Email: [diane.grim@us.army.mil](mailto:diane.grim@us.army.mil)

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

### **2.b GSA SMART BUY POINT OF CONTACTS:**

#### **a. Smart Buy Contracting Officer**

**Name: Mike Citrino**  
**Smart Buy Program Office**  
**10304 Eaton Place, 3A-04**  
**Fairfax, VA 22030-2213**  
**Phone: 703-306-6875**  
**Fax: 703-306-6816**

#### **b. Smart Buy Project Manager**

**Name: Pebble Randolph**  
**10304 Eaton Place, 3A-01**  
**Fairfax, VA 22030-2213**  
**Phone: 703-306-7594**  
**Fax: 703-306-6816**

### C. ORDERING

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil>. The Government will also post this contract to <https://ascp.monmouth.army.mil/scp/contracts/viewcontract.jsp?cNum=DAAB15-99-A-1002>

1. FAR Subpart 8.4 and 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 DoD 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.
2. **Delivery Orders.** The scope of this effort will reflect that of DLT's GSA Schedule. Delivery requirements and administration will be stipulated on Delivery Orders.
  - a. Notice to DoD Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.
  - b. Ordering via this BPA is decentralized. Orders are prepared in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155 submitted to the ASCP COPO office.
  - c. Orders will be placed against this BPA in accordance with the GSA Contract and the APM-ASCP ordering instructions located at <https://ascp.monmouth.army.mil>. To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased.
  - d. For Professional Services orders, the following shall also be included:
    1. Description of Services
    2. Mutually Agreed Upon Statement of Work
    3. Period of Performance
    4. Place of Performance
  - e. Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the PM-SCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to ASCP Centralized Order Processing Office (COPO) for verification and validation. The PM, Small Computer Program (PM-SCP) Central Order Processing Office (COPO) address is as follows:

**PEO EIS**

Assistant Project Manager, Army Small Computer Program

ATTN: SFAE-PS-EI-SCP (COPO)

Building 283, Squier Hall

Fort Monmouth, NJ 07703-5605

Voice: 1-888-232-4405 (toll-free)

Facsimile Number: 732-532-5185.

- f. The COPO shall forward orders to be performed by DLT for DLT BPA Pricing (including all subCLINs) to:
- . Defense Contract Administration Office (1 copy) as specified on each order
  - . DFAS Payment Office (1 copy) as specified on each order.
  - . DLT Solutions, Inc.  
Attn: DLT Solutions, Inc.,  
Team Contracts  
13861 Sunrise Valley Drive, Suite 400  
Herndon, VA 20171  
Phone: 703-709-7172  
Fax: 703-318- 0589  
E-Mail: ContractsTeam@dlt.com
3. **Delivery.** Deliveries shall be made to the locations specified in each order in accordance with the terms of DLT's GSA Contract Section 6, Delivery Schedule.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the Assistant Project Manager Army Small Computer Program ("APM-ASCP") can expedite orders.

Acceptance shall be in accordance with DLT's GSA Schedule.

**D. INVOICING AND PAYMENT**

1. **Invoicing.** The requirements of a proper invoice are as specified in the GSA Contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA.
2. **Payment.** Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Contract. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (October 2003) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

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 any pre-printed terms on the Ordering Activity's order or the Contractor's invoice, the provisions of the BPA will take precedence.

3. **Fast Payment Procedure.** FAR 52.213-1, Fast Payment Procedure (Feb 1998), is hereby incorporated into this agreement.

**E. BPA MANAGEMENT AND OVERSIGHT.**

1. DLT shall 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.** Report of sales shall be by submission of the Order Transaction (OT) and Vendor Status (VS) reports submitted to ASCP as a Microsoft Excel Spreadsheet within fifteen (15) days following the completion of the monthly reporting period. The reports shall be submitted in the standard format shown in Exhibit C. Negative reports are required. The Fee For Service (FFS) Report in the standard format shown in Exhibit C and FFS payment shall be submitted by the 30<sup>th</sup> calendar day after the end of each calendar quarter. The ASCP will provide copies of the FFS Report on a quarterly basis to the Federal Components participating in fee sharing. If the BPA contains services, current FFS paid by Delivery Order and total FFS paid will be included in the report.
3. **Universal Standard Products and Services Code.** The Universal Standard Products and Services Code (UNSPSC) is a required field of the Order Transaction (OT) report. 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 ECCMA, the Electronic Commerce Code Management Association. 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).** DLT PM shall participate in regular reviews of the progress of the BPA. Reviews shall be held no more than twice yearly as scheduled by the Software Product Manager. During these reviews DLT shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA, as well as changes to Oracle business practices that DLT believes may impact BPA transactions in the future. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.
6. **Marketing.** DLT shall ensure that all assigned Federal sales personnel are knowledgeable of the details of this BPA and will dedicate reasonable resources to the effort of marketing and advertising this agreement as part of the normal sales cycle of participating in customer trade shows and sponsored events.
7. **Virtual IT Marketplace.** ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at [www.VITM.gov](http://www.VITM.gov).
8. **Multicore Processor Hardware.** The following shall apply with respect to new acquisition of Programs available for license on a processor basis hereunder: ESI acknowledges that Oracle's then current commercial policies with respect to processor licenses for multicore processor hardware shall apply unless different terms and conditions are negotiated within a specific Ordering Document.
9. **DoD Email-IT Corridor.** As the scope of the DoD Email-IT Corridor becomes finalized, DLT will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.
10. **APM-ASCP Roles and Responsibilities.** As the central order administration point for this BPA, APM-ASCP will provide the following value-added roles and responsibilities:

- a. Provide initial check of order for correctness, work with DoD customers to eliminate errors, thus reducing DLT internal order processing costs;
- b. Resolve funding and pricing issues prior to order submission;
- c. Pre-Process orders to reduce the administrative burden and cost;
- d. Assist contractor in resolving invoice questions;
- e. Provide marketing support via Army Information Technology conferences, promotion of the BPA at other DoD conferences, and placement of Oracle products on the DoD Electronic Mall web-site.

## F. STANDARDS

1. **Year 2000 Warranty.** The provisions of the “Year 2000 Warranty - Commercial Supply Items” clause of the DLT GSA Contract shall apply.
2. **Section 508 of the Rehabilitation Act Compliance.** Section 508 compliance information on the products provided by DLT is available at <http://www.oracle.com/accessibility/>. Any requirements regarding Section 508 for services must be expressly agreed to by the Contractor and the ordering activity in the order.

## G. FEE FOR SERVICE.

The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Fee for Service (FFS) is 2%. Remittance of the FFS shall be made on a calendar quarter basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Negative reports are required.

The Navy, Army, Air Force, DLA and GSA (for Civilian Agency Customers) are participating in a fee-sharing program. The contractor shall collect the 2% FFS under CLIN 1004 of the BPA. The following are examples of the methodology to be used in the calculation of the FFS:

License and 1 <sup>st</sup> Year Technical Support (from Exhibit A)	\$1,000,000.00
BPA Discount (41.55%)	\$415,500.00
Subtotal	\$584,500.00
CLIN 1004 FFS (2%)	\$11,690.00
TOTAL on PO	\$596,190.00
License and 1 <sup>st</sup> Year Technical Support (from Exhibit A)	\$3,000,000.00
Special Solutions Discount (50%)	\$1,500,000.00
Subtotal	\$1,500,000.00
CLIN 1004 FFS (2%)	\$30,000.00
TOTAL on PO	\$1,530,000.00
Technical Support Renewals	\$50,000.00
CLIN 1004 FFS (2%)	\$1,000.00
TOTAL on PO	\$51,000.00
Oracle Professional Services	
600 Hours – Principal Engineer	\$130,632.00
200 Hours – Senior Engineer	\$35,804.00
Subtotal Labor	\$166,436.00
BPA Discount (3%)	\$4,993.08
TOTAL Labor	\$161,442.92
Travel Expenses	\$5,000.00
CLIN 1004 FFS (2%) {Note calculation on Labor only}	\$3,228.86
TOTAL on PO	\$169,671.78

Oracle Education	
10 Days of Training	\$3,836.70
CLIN 1004 FFS (2%)	\$76.73
TOTAL on PO	<u>\$3,913.43</u>

The FFS shall be distributed in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service appearing in Column Z of the monthly Order Transactions Report. This field shall be notated DON, DOA, DOAF, DLA, or GSA as appropriate.

### **Fee for Service Report**

Oracle is required to submit a Fee For Service Report to the Army Small Computer Program by the 30<sup>th</sup> calendar day after the end of each calendar quarter. This will be a consolidated report combining the FFS Reports of all Oracle Resellers with ESI BPAs. DLT is required to submit a Fee for Service Report to Army Small Computer Program, copying Oracle, in sufficient time to enable Oracle to submit the report to the Army Small Computer Program by the 30<sup>th</sup> calendar day after the end of each calendar quarter. If no payments were received during the reporting period a negative report is required. Reports are non-cumulative, and should represent only the activity for the reporting period. APM-ASCP will report sales to Navy, Air Force, DLA, and GSA SmartBUY Program Management Office (SPMO) upon receipt of contractor Fee for Service Report.

### **ALL SALES**

For DoD orders, the 2% FFS is split equally between the Service whose customer places the order and the Service that manages the ESI software agreement. In other words, any Air Force order against an ESI agreement managed by Army results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization. The Army will retain the entire 2% fee under orders issued for Army activities under the ESI agreements managed by the Army. The vendor is responsible for distributing the FFS to all applicable Services in accordance with the instructions herein.

For orders placed hereunder by Civilian Agency Customers, the 2% FFS is split equally between the Army (ASCP) and the GSA SmartBUY Program Management Office (SPMO).

Note: Any change to the 2% FFS is subject to written approval by the APM, ASCP and the GSA SmartBuy Program management Office. It is the Government's responsibility to obtain these approvals and provide them to Oracle prior to the execution of an order.

### **ARMY SALES**

All Army FFS shall be remitted to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#  
SCP Fee Reimbursement

\*\*\*Checks must be accompanied by a transmittal letter (sample attached as Exhibit D-Army) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Program Executive Office, Enterprise Information System (PEO EIS)  
APM, Army Small Computer Program  
Attn: SFAE-PS-EI-SCP (Margaret Kirsch)

Bldg. 283, Squier Hall  
Fort Monmouth, NJ 07703-5605

### NAVY SALES

The amount of FFS due the Navy shall be calculated at 1% of all Navy sales. All Navy FFS shall be remitted to Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#/Vendor Name  
SCP Fee Reimbursement

\*\*\*NO transmittal letter is required. There is no specific accounting data for the Navy fees.

Regular US Post Office:  
SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE  
Code 846.2, Bldg. V-53  
Attn: E. Vonasek  
PO Box 1376  
Norfolk, VA 23501-1376

Overnight services:  
SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE  
Code 846.2, Bldg. V-53  
Attn: E. Vonasek  
9456 Fourth Avenue  
Norfolk, VA 23511-2130

### AIR FORCE SALES

The amount of FFS due the Air Force shall be calculated at 1% of all Air Force sales. Remit FFS to DFAS ATDT by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA# ESI-SW Fee Sharing

\*\*\*Checks must be accompanied by a transmittal letter (sample attached as Exhibit A - Air Force) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

DFAS-ATDT  
Attn: Remittance  
P.O. Box 173342  
Denver, CO 80217-3342

FedEx, UPS or Other Alternate Delivery:  
Defense Finance & Accounting Service  
DFAS-DE/ATDT/DEDE  
(Attn: Mr. Daniel Medina)  
6760 East Irvington Place  
Denver, Colorado 80279

Mail a copy of the check and transmittal letter to:

HQ OSSG/KAU

Business Support Branch  
501 East Moore Drive  
MAFB-Gunter Annex, AL 36114-3014  
Fax: (334) 416-7795  
E-Mail: [ITServices.bpa@gunter.af.mil](mailto:ITServices.bpa@gunter.af.mil)

If the payment of the full amount of the fee is not made by the Contractor within the allotted time plus 30 calendar days, it shall constitute a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982.

#### CIVILIAN AGENCY SALES

The amount of FFS due to SPMO shall be calculated at 1% of all Civilian Agency Sales.

The Contractor shall remit the FFS to the SPMO in U.S. dollars within 30 calendar days after the end of the reporting quarter to:

GSA  
P.O. Box 880908  
Dallas, TX 75388-0908

Contractor shall forward a copy of the check to:

GSA  
Attn: Pat McLaughlin (3A-02)  
SmartBUY Program Management Office  
10304 Eaton Place  
Fairfax, VA 22030

#### DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

Remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA's fee checks. Checks must include the following information to ensure proper crediting of the payment:

BPA Number: DoD Enterprise Software Agreement – Qtrly Fee

Send Check to the Following:

Defense Logistics Agency  
DES Acquisition Staff Directorate  
Attn: Connie House, DES-A  
8725 John J. Kingman Road, Room 1145  
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency  
ATTN: Susan Lizzi, J-654  
8725 John J. Kingman Road  
Fort Belvoir, VA 22060-6221

Or email copy to:

[susan.lizzi@dla.mil](mailto:susan.lizzi@dla.mil)

## SMART BUY SALES

\*\*\*Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

GSA  
P.O. Box 880908  
Dallas, Texas 75388-0908

Mail a copy of the check and transmittal letter to:

GSA  
SmartBuy Program Office  
Attn. Pebble Randolph  
10304 Eaton Place  
Fairfax, VA 22310-2213

**List of Exhibits –**

Exhibit A	DLT Price Tables
A-1	E-Business Suite price tables
A-2	Consulting and Education
A-3	Discount tables for software and first year support
A-4	DLT Smartbuy Tables
Exhibit C	BPA Report Formats
Exhibit D	Sample Letters for Transmittal of FFS

**Exhibit C**

**Order Transactions (OT)  
(File Layout Definition)**

- This report applies ONLY to orders that do not go through COPO (i.e., electronic or credit card orders).**  
This report is due within 15 calendar days of each monthly reporting period.
- An e-mail response is required for negative reports (no transactions to report).
- This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to [amsel-dsa-scp-cr@mail1.monmouth.army.mil](mailto:amsel-dsa-scp-cr@mail1.monmouth.army.mil).
- No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length. Vendor needs to ensure leading zeros are not dropped. For example, Zip

Code "07703" should not appear as "7703"; Order Number "0030" should not appear as "30"; CLIN Number "0003AA" should not appear as "3AA".

5. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	<ol style="list-style-type: none"> <li>Must be unique (minimum 4 digits).</li> <li>You cannot report this order more than once in the same file. (The order can have as many line items as you wish).</li> <li>Record order number <b>exactly</b> as it appears on the order.</li> </ol>
C	Order Mod Number	Alphanumeric (25)	<i>Data required only when reporting a MOD.</i>
D	Transaction Type	Alphanumeric (2)	The order types are as follows: CC = Credit Card, DO= Direct Ordering (paper order).
E	Date of Order or date of Order Mod	DD-MMM-YYYY	Report the actual date of the order, or when reporting an order mod, report the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
G	UNSPSC	Alphanumeric (14)	Format is ##. ##. ##. ##. ##. Last two positions should be "00" except for Low End Servers (32-Bit) = 01 and High End Servers (64-Bit) = 02
H	CLIN Number	Alphanumeric (39)	Unique contract identifier of item being ordered (as identified in contract, i.e. product #, manufacturer part #, contract line item)
I	CLIN Quantity	Number (7,0)	CLIN quantity being ordered.
J	CLIN Unit Price	Number (11,2)	Price per item.
K	CLIN Extended Dollar Amount	Number (11,2)	Extended Dollar Amount = (CLIN quantity x unit price) No formatting (i.e. No \$ signs, commas, etc).
L	Dollar amount of Transaction	Number (12,2)	Reflects the dollar amount of this reported transaction (order or order mod.)
M	POC Last Name	Alphanumeric (35)	Customer's Last Name. (Use this column for customer's full name when unable to separate first name, last name, title into separate columns)
N	POC First Name	Alphanumeric (35)	Customer's First Name.
O	POC Title	Alphanumeric (35)	Customer's Title (i.e. COL, Mr., Ms., etc.).
P	Telephone Number	Alphanumeric (20)	Customer's telephone number. Format: 9999999999
Q	Email address	Alphanumeric (40)	Customer's email address.
R	Street Address 1	Alphanumeric (40)	First line of the Customer's Ship-To address.
S	Street Address 2	Alphanumeric (40)	Second line of the Customer's Ship-To address.
T	Street Address 3	Alphanumeric (40)	Third line of the Customer's Ship-To address.
U	City	Alphanumeric (27)	Customer's Ship-To City.
V	State	Alphanumeric (2)	Customer's Ship-To State for USA only. Post office two character abbreviation.
W	Country	Alphanumeric (27)	<i>Data required only when reporting a country other than USA.</i>
X	5-digit Zip Code	Number (5)	Five-digit Customer Ship-To zip code.
Y	4-digit Zip Code Extension	Number (4)	Four-digit extension Customer Ship-To zip code.
Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the <i>Service/Agency</i> list located at <a href="https://ascp.monmouth.army.mil/scp/content/activitylist.jsp">https://ascp.monmouth.army.mil/scp/content/activitylist.jsp</a>
AA	Army Activity	Alphanumeric (20)	<i>Data required only for Army.</i> Use the abbreviation from

			the <i>Army Activity</i> list located at <a href="https://ascp.monmouth.army.mil/scp/content/activitylist.jsp">https://ascp.monmouth.army.mil/scp/content/activitylist.jsp</a>
AB	Comments	Alphanumeric (2000)	Free text.
AC	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
AD	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

**Exhibit C****Vendor Status (VS)  
(File Layout Definition)**

1. This report is due within 15 calendar days of each monthly reporting period.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to [amsel-dsa-scp-cr@mail1.monmouth.army.mil](mailto:amsel-dsa-scp-cr@mail1.monmouth.army.mil).
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
5. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
6. When canceling orders, enter the date in the **Date Transaction Cancelled** column in this report.
7. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in both reports (i.e. order number, dates, dollar amounts, etc.).
8. Format for 16 required columns (all 16 columns are required even when there is no data for a specific column):

<b>Excel Column</b>	<b>Column Name</b>	<b>Format</b>	<b>Comments</b>
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	Record order number <b>exactly</b> as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	<i>Only Required when reporting a mod.</i>
D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	<i>Data required only for rejected orders.</i>
F	Date Accepted by Vendor	DD-MMM-YYYY	A Vendor receives an order and either rejects it or accepts it as a valid order.
G	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
H	Projected Ship Date by Vendor	DD-MMM-YYYY	<i>Data required only when reporting a projected ship date.</i>
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	<i>Data required only when reporting a projected delivery date.</i>
K	Contractually Due Date	DD-MMM-YYYY	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.
L	Service Start Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>
M	Service Completion Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>
N	Comments	Alphanumeric (2000)	Free text.
O	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
P	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

**Exhibit C****Fee For Service (FFS)  
(File Layout Definition)**

1. FFS report applies to applicable ESI agreements only.
2. Report is due to ASCP the 30th calendar day after each calendar quarter. The data reported is for that reporting period activity only (not a cumulative listing).
3. If no payments were received during the previous month, a negative report is required.
4. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to [amsel-dsa-scp-cr@mail1.monmouth.army.mil](mailto:amsel-dsa-scp-cr@mail1.monmouth.army.mil).
5. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
6. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
7. SPECIAL NOTE TO VENDOR (S): Order Transaction, Vendor Status, and Fee for Service reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

EXCEL COLUMN	COLUMN NAME	COLUMN FORMAT	COMMENTS
A	Report Number	Alphanumeric (21)	Must be Unique.
B	Report Type	Alphanumeric (21)	Use one of the following codes <b>I</b> = Initial Report <b>R</b> = Replace all previously reported information for this frame with this new data <b>M</b> = This report modifies some of the information reported during this time frame
C	Report Start Date	DD-MON-YYYY	(i.e. 01-MAR-2002)
D	Report End Date	DD-MON-YYYY	(i.e. 31-MAR-2002)
E	Contract Number	Alphanumeric (21)	
F	Order Number	Alphanumeric (30)	Must be reported <b>exactly</b> as shown on the customer order.
G	Order Mod Number	Alphanumeric (25)	<i>Data required only when reporting a MOD.</i>
H	Dollar Amount of Transaction	Number (12,2)	Reflects dollar amount of the transaction (order or MOD being reported). No formatting (i.e. No \$ signs, commas, etc).
I	Date Transaction Sent to Vendor	DD-MON-YYYY	(i.e. 09-FEB-2002)
J	2 Percent Fee for Transaction	Number (12,2)	
K	Previous Payment Made on Transaction	Number (12,2)	
L	Current Payment	Number (12,2)	
M	Remaining Amount to be Paid	Number (12,2)	
N	Transaction Type	Alphanumeric (2)	Order types are as follows: CC = Credit Card DO = Direct Ordering (paper direct to vendor) PA = Paper (sent to vendor by COPO)
O	Other Agency Share Fee Payable	Number (12,2)	If applicable. Fee share amount due to either Navy, AF or DLA (50% of Column L)
P	Other Agency for Share Fee	Alphanumeric (21)	If applicable. Identify as 'USN', 'DLA', or 'USAF' generated Delivery Order
Q	Army Fee Payable	Number (12,2)	If applicable. Column L minus Column O Amounts

R	Comments	Alphanumeric (2000)	Free text.
S	COPO#	Number	Number assigned by COPO, if applicable
T	Civilian Agency	Alphanumeric (2000)	For POs identified as GSA, the customer identification.
U	Non-Standard Discounts (License)	Number (5,2)	Reflects any discounts for license purchases greater than BPA standard discount.

**Fee For Service (FFS) (Continued)**  
**(File Layout Definition)**

The FFS payment is calculated by dividing the "Amount Paid to Vendor" column on the army Fee-for-Service Reconciliation Report by 1.02, and then multiplying this value by .02. (Example provided below):

A	B	C
DOLLAR AMOUNT OF TRANSACTION	COLUMN A DIVIDED BY 1.02	SCP 2% FFS (2% OF COLUMN B)
\$1,000.00	\$980.39	\$19.61

**NOTE:** The rounding feature in Excel is not to be utilized when totaling columns of numbers.

SAMPLE

**VENDOR REPORT FORMAT**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
REPORT NUMBER	REPORT TYPE	REPORT START DATE	REPORT END DATE	CONTRACT NUMBER	ORDER NUMBER	MOD NUMBER	DOLLAR AMOUNT OF TRANS	DATE TRANS SENT TO VENDOR	1 PERCENT FEE FOR TRANS	PREVIOUS PYMT MADE ON TRANS	CURRENT PYMT	REMAINING AMOUNT TO BE PAID	TRANSType
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01		100000.00	14-Mar-2002	990.10	0.00	990.10	0.00	DO
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01	0001	10000.00	15-Mar-2002	99.01	0.00	99.01	0.00	DO
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO16		25000.00	10-Jan-2002	247.52	100.00	100.00	47.52	DO
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO25		5000.00	12-Mar-2002	49.50	0.00	49.50	0.00	CC

O	P	Q	R	S	T	U
Other Agency Fee Payment	Other Agency	Army Fee Payment	Comments	COPO #	Civilian Agency	Non-Standard Discounts (License)
495.05	AF	495.05				
0		99.01				
50.00	USN	50				
0		49.50				

- NOTE:** REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN 1 CONTRACT/BPA.

**LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS**

MEMORANDUM FOR Army Small Computer Program  
PEO Enterprise Information Systems  
Assistant Project Manager, Army Small Computer Program  
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)  
Fort Monmouth, NJ 07703-5605

From: Company Name)  
Street Address)  
(City, State, and Zip Code)

SUBJECT: Collection of Checks for (name of company and BPA/contract Number)- FY05-06, etc.

1. Collection of the check will include the following:

- a. Please make check payable to United States Treasury
- b. Mail original check to address below:

PEO Enterprise Information Systems  
Assistant Project Manager, Army Small Computer Program  
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)  
Building 283 (Squier Hall)  
Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch  
732.427.6613

3. Provide copies of this letter, check and delivery order report electronically to:

[AMSEL-dsa-scp-CR@mail1.monmouth.army](mailto:AMSEL-dsa-scp-CR@mail1.monmouth.army).

LETTER OF TRANSMITTAL FOR AIR FORCE FEE PAYMENTS

(COMPANY NAME)

(Date)

MEMORANDUM FOR DFAS-ATDT \*

Attn: Remittance  
P.O. Box 173342  
Denver, CO 80217-3342

FROM: (Company Name)  
(Street Address)  
(City, State and Zip Code)

SUBJECT: Collection of Checks for ESI SW – FY06 (CPEA00)

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).
2. Line of accounting to collect this check into is as follows:  
5763400 306 47AZ 4KABE0 04 592RR 72806F 16 667100  
FSR:001002 PSR: 076202 DSR: 075608  
MORD: F2XTKK5287M006
3. Direct questions to (Company POC, Phone Number).

(Signature)

1 Atch: Check # -----

Note: Also provide a copy of the check and transmittal letter sent to DFAS, Denver to the following address:

HQ OSSG/KAU  
Business Support Branch  
501 East Moore Drive  
MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ OSSG/KAU. Fax number is: (334) 416-7795. Email address is: ITServices.bpa@gunter.af.mil

\* If sent by FedEx, UPS or Other Alternate delivery:  
DEFENSE FINANCE and ACCOUNTING SERVICE  
DFAS-DE/ATDT/DEDE  
(Attn: Mr. Daniel Medina)  
6760 East Irvington Place  
Denver Colorado 80279

(End of Summary of Changes)