

CONFORMED COPY – INCLUDES CHANGES THROUGH MODIFICATION P00009

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER		PAGE 1 OF 17			
2. CONTRACT NO. N00104-09-A-ZF31		3. AWARD/EFFECTIVE DATE SEE BLOCK 31c		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 CODE N00104 DEPARTMENT OF THE NAVY NAVSUP WEAPON SYSTEMS SUPPORT 5450 CARLISLE PIKE P. O. BOX 2020 MECHANICSBURG, PA 17055-0788 POC: TERRI BAXTER, CODE 0272.15 PHONE: (717) 605-2003 EMAIL: TERRI.BAXTER@NAVY.MIL				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30		13a. THIS CONTACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			15. DELIVER TO CODE						
16. ADMINISTERED BY CODE N00189				SPECIFIED ON EACH ORDER BASIC AGREEMENT – NAVSUP FLC NORFOLK CONTRACTING (N00189), MECHANICSBURG OFFICE, 5450 CARLISLE PIKE, P.O. BOX 2020, MECHANICSBURG, PA 17055-0788 (SEE MOD P00004) ORDERS – AS CITED ON EACH INDIVIDUAL ORDER					
17a. CONTRACTOR/ OFFEROR CODE 1P3C5 FACILITY			18a. PAYMENT WILL BE MADE BY CODE						
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLCOK 18a UNLESS BLOCK CHECKED. <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE ATTACHMENT A – PRODUCTS AND PRICING GSA SCHEDULE GS-35F-0119Y APPLIES							
25. ACCOUNTING AND APPROPRIATION DATA N/A – SPECIFIED ON EACH ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only) N/A			
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.									
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR /S/					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) /S/				
30b. NAME AND TITLE OF SIGNER (Type or Print) KRISTINA SMITH SALES DIRECTOR			30c. DATE SIGNED 1/15/2009		31b. NAME OF CONTRACTING OFFICER (Type or print) R. L. KLINGER CONTRACTING OFFICER			31c. DATE SIGNED 1/15/2009	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE						STANDARD FORM 1449 (REV 3/2005) Prescribed by GSA – FAR (48CFR) 53.212			

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

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Carahsoft Technology Corporation (Carahsoft) 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-0119Y,

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

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

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

Attachments to this agreement are:

Attachment A – Product and Price List

Attachment B – Adobe Software License and Platinum Maintenance & Support Addendum

Attachment C – Report of Sales Format

Attachment D – Fees and Payments

Attachment E – Applicable FAR & DFARS Clauses

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS Contract Number GS-35F-0119Y, Carahsoft agrees to the following terms of a BPA with the NAVSUP Weapon Systems Support – Mechanicsburg, PA. All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and the BPA terms defined herein. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are subject to the Adobe End User License Agreement (EULA) for the applicable product and the Adobe Software License and Platinum Maintenance & Support Addendum included as Attachment B herein. Customers can view the applicable Adobe EULAs at the following website address: <http://www.adobe.com/products/eulas/main.html>. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$30M. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

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

4. BPA Term. The BPA ordering period expires October 31, 2016. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The subject BPA is based on the Contractor’s current GSA 70 schedule Contract # GS-35F-0119Y. In the event that the current GSA 70 schedule contract is cancelled or expires and a new GSA 70 schedule contract is awarded, this BPA shall transfer to the new GSA 70 schedule contract to the extent the new schedule contract includes the same scope and items as the cancelled or expired GSA contract. The BPA will be reviewed annually to ensure that it still represents a “best value”.

5. Pricing Terms. Attachment A provides BPA unit prices as described below. BPA prices shall only escalate in accordance with the GSA Economic Price Adjustment Clause. The same discount relationship (Discount Percentage off GSA Schedule Price) shall be maintained during the term of this BPA. Spot discounting is encouraged. 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, except for Additional Support Services, Professional Services and Enablement/Training products. The Additional Support Services, Professional Services and Enablement/Training products are available for purchase under the BPA at the standard GSA rate in effect at time of purchase and do not include a 2.0% ACT Fee. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA IFF, ACT), as calculated on the customer orders, in accordance with Attachment D.

6. Discount Terms and Conditions.

6.1 Cumulative Volume Discount Terms and Conditions. Attachment A provides the current BPA discount prices for Software Licenses, Maintenance and Renewal products as described below. The prices for these products only are calculated as a discount from the then current GSA Schedule price by applying the cumulative BPA discount in effect at the time of purchase. All sales made under the ESI BPA count towards the cumulative volume discount level (including sales of additional support services, professional services and enablement/training products). The discount levels are achieved by the total cumulative dollar value only and are not governed by agreement year. All purchases made in one year are carried forward to the subsequent agreement years to determine the applicable BPA discount level. Thus, all purchases credited towards the cumulative volume discount level shall remain cumulative for the total term of the BPA.

The BPA prices for Software Licenses, Maintenance and Renewal products shown on Attachment A are priced at the Cumulative Discount Level (L4) and will remain at this level until the next discount level is achieved. The reduced pricing for the next discount level will be available on the first day of the month following achievement of the dollar value and the BPA Attachment A will be modified to show the new effective discount level pricing. Carahsoft is responsible for the tracking the total cumulative dollar value and providing timely notification to the Government when the next cumulative discount level has been achieved. Cumulative discounts are provided at four discount levels as shown below:

Cumulative Discount Level	Total Cumulative Dollar Value Range	BPA Discount from GSA Price
L1	\$0 - \$14,999,999	3%
L2	\$15,000,000 - \$24,999,999	6%
L3	\$25,000,000 - \$29,999,999	8%
L4	\$30,000,000 +	10%

NOTE: In addition to the stated discounts, additional price reductions or special terms may be negotiated for specific orders as warranted by large volume purchases or other special circumstances.

6.2 Platinum Maintenance & Support. Platinum Maintenance and Support purchases are subject to the terms and conditions of Contract SIN 132-34 and Attachment B. Maintenance prices shown on Attachment A represent the standard BPA price, inclusive of the applicable cumulative discounts, and calculated at a factor of 20% of the standard BPA license price. If a customer negotiates a lower license price at the individual order level inclusive of additional spot discounts (net license price), then the associated maintenance price shall be calculated at a factor of 20% of the net license price.

- If maintenance is renewed, the 1st year's renewal fee would be the fee paid for the initial year increased by 3%.
- For 2nd and subsequent renewals, the renewal fee would be the fee paid for the immediately preceding renewal term increase by the lesser of 3% or the then-current GSA Schedule price or established DoD ESA price.
- The Annual Support fee for any renewal term shall not exceed at any time the lesser of then-current GSA Schedule price or established DoD ESI price for the applicable Support Services.

6.3 Optional Support Service Enhancements. Optional Support Service Enhancement products are available for purchase under this BPA as shown on Attachment A priced at the standard GSA Contract rates only and are subject to the terms and conditions of GSA FSS Contract SIN 132-34 and Attachment B. Although these products do not qualify for the cumulative discounts, all purchases of the optional support service products shall count towards obtaining the next cumulative discount level. Carahsoft shall include these product purchases in the monthly sales report in accordance with Attachment D so that they can be counted towards the total cumulative dollar value in achieving the next discount level.

Optional Support Service Products include:

- Additional Contacts
- On-Site Support
- Designated Technical Support Consultation
- 24x7 Production Down Support
- Adobe Extended Lifecycle Support for LiveCycle Products
- Technical Account Manager (TAM) Program
 - Designated expertise with unique insights into your infrastructure
 - Priority handling of Technical issues
 - Proactive information on software updates and new releases
 - Unlimited phone, e-mail, and web access to dedicated senior-level consultants

6.4 Professional Services. Professional Services are available for purchase under this BPA as shown on Attachment A priced at the standard GSA Contract rates only and are subject to the terms and conditions of GSA FSS Contract SIN 132-51 and Attachment B. Although these products do not qualify for the cumulative discounts, all purchases of professional services shall count towards obtaining the next cumulative discount level. Carahsoft shall include these product purchases in the monthly sales report in accordance with Attachment D so that they can be counted towards the total cumulative dollar value in achieving the next discount level. Carahsoft's GSA Schedule Contract GS-35F-0119Y can be viewed at:

https://www.gsadvantage.gov/advantage/contractor/contractor_detail.do?mapName=/s/search/&cat=ADV&contractNumber=GS-35F-0119Y.

6.5 Enablement & Training Services. Enablement & Training Services are available for purchase under this BPA as shown on Attachment A priced at the standard GSA Contract rates only and are subject to the terms and conditions of GSA FSS Contract SIN 132-50 and Attachment B. All enablement services and/or training purchases include travel cost in accordance with the Joint Travel Regulations (JTA) and must comply with the GSA Schedule terms and FAR and DFARS regulations. Although these products do not qualify for the cumulative discounts, all purchases of enablement & training services shall count towards obtaining the next cumulative discount level. Carahsoft shall include these product purchases in the monthly sales report in accordance with Attachment D so that they can be counted towards the total cumulative dollar value in achieving the next discount level. Carahsoft's GSA Schedule Contract GS-35F-0119Y can be viewed at:

https://www.gsaadvantage.gov/advantage/contractor/contractor_detail.do?mapName=/s/search/&cat=ADV&contractNumber=GS-35F-0119Y

7. Price Commitments.

7.1 Price Reduction (Most Favored Customer Prices). The prices under this BPA shall be at least equal to or lower than the prices that Carahsoft offers under any other GSA Contract or BPA vehicle under like terms and conditions. If at any time during the term of this BPA the prices under any other GSA Contract or BPA ordering vehicle held by Carahsoft become lower than the prices under this BPA, this BPA will be modified to include the lower prices.

7.2 SmartBUY Transition. OMB has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The GSA is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, Adobe and its authorized reseller, Carahsoft, enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither Adobe or Carahsoft Technology Corp. will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

8. License Agreement. Notwithstanding any provision to the contrary, licenses are only transferable within the authorized users as defined in the Adobe Software License and Platinum Maintenance & Support Addendum incorporated as Attachment B. Software licenses purchased under this BPA are perpetual licenses subject to the terms and conditions of the GSA FSS Contract Special Item Number (SIN) 132-33, the licensing provisions of the EULA for the applicable product and the Adobe Software License and Platinum Maintenance & Support Addendum (Attachment B). Customers can view the applicable Adobe EULAs at the following website address: <http://www.adobe.com/products/eulas/main.html>. If there is a conflict between the terms of the applicable Adobe EULA and the Adobe Software License and Platinum Maintenance & Support Addendum, the Adobe Software License and Platinum Maintenance & Support Addendum of Attachment B shall prevail. Additional products may be added in future modifications to the GSA FSS Contract and shall be available for purchase under this BPA upon proof of inclusion to the GSA FSS Contract.

8.1 Upgrade Licenses.

Upgrade Licenses are available for purchase under the BPA as shown on Attachment A and apply to customers whose products are not at the current shipping version and/or are not covered by a valid Platinum Maintenance & Support contract. This includes those customers whose maintenance contracts have expired or are on a legacy Standard Support plan. The following policies apply:

- If the customer's product is only 1 version back from the current shipping version, the customer may purchase the appropriate version upgrade license to get to the current shipping version. Once at the current shipping version, customer may purchase Platinum Maintenance and Support coverage. The price for Maintenance and Support coverage is calculated at a factor of 20% of the full license price of the product on the BPA at the time of purchase.
- If the customer's product is more than 1 version back from the current shipping version, the customer will need to purchase a new full product license. Once at the current shipping version, customer may purchase Platinum Maintenance and Support coverage. The price for Maintenance and Support is calculated at a factor of 20% of the full license purchase price of the product on the BPA at the time of purchase.
- If Support Services lapse due to any action or inaction on the part of Customer, and the Customer is on the current shipping version, the Customer may still elect to purchase or renew Support Services provided that the lapse does not exceed twelve (12) months and further provided, that additional fees for reinstatement and/or to cover the lapsed period of Support Services may apply provided the reinstatement charges do not exceed the amount payable had a lapse not occurred. Please contact the renewal team at 1-877-99ADOBE or adobe@carahsoft.com for more details.

8.2 Proof of License. Any delivery order issued hereunder or a paid invoice provided by Carahsoft will serve as proof of purchase.

9. Software Distribution. Software license prices do not include media that may be required for installation of software. Media is available for purchase under the BPA as shown on Attachment A and will be delivered within 7 to 10 business days after receipt of complete order.

Software Licenses are also available for delivery at no charge via Electronic Software Delivery (ESD). Upon order processing, Adobe will notify customer via email on how to access their serial numbers corresponding to these orders via the Licensing Web Site (LWS) at: <https://licensing.adobe.com> (copy and patch the link into explorer).

Customers should utilize Adobe's LWS to review their Adobe licensing order history, retrieve serial numbers for installing Adobe software, download and print license history reports, update account contact information and download your software.

NOTE: All delivery orders must clearly indicate the individual (End User) responsible for receiving and accepting the Adobe software. As a minimum, the following information must be provided:

End User Name (or person responsible for accepting the delivery)
Phone Number
Email Address

As applicable, the URL or Serial numbers associated with current license or trial installation.

10. Platinum Maintenance and Support. Platinum Maintenance and Support is optional and available for purchase for all products covered under this BPA, subject to the terms and conditions of GSA FSS Contract SIN 132-34 and Attachment B herein. Platinum Maintenance and Support provides a range of support services and offers personalized service and a deeper understanding of the customer's technical requirements, through senior level technical support consultants. The Platinum Maintenance and Support

program entitles customers to all updates and upgrades at no additional charge for a one year period from date of delivery and ends on the last day of the month. Although this support program is optional, it is highly recommended as part of your solution purchase. Customers who choose to purchase Platinum M&S coverage must do so at the time of original license purchase to avoid any applicable reinstatement cost. If Platinum Maintenance and Support is not purchased and customer wants to upgrade to the latest shipping version at a later date, they will be subject to the upgrade policies described in paragraph 8.1 herein.

The following provides an overview of the Platinum program benefits:

eSupport

- a. Knowledge Center database access, 24 hours a day, 7 days a week
- b. Remote diagnostics
- c. Prioritized case response

Toll-free telephone support

- d. Priority routing
- e. Unlimited phone, email and web access

Patches and hot fixes

- f. Four supported contacts
- g. Version upgrade releases
- h. Maintenance releases
- i. Patches and hot fixes

10.1 Upgrade Fulfillment Process. If a customer has purchased Platinum Maintenance and Support and is in good standing on their account, then all updates and upgrades for products for which they have a valid maintenance contract are available free of charge. As new versions or service pack releases are issued, eligible customers are proactively notified via email and can make arrangements for CD-Sets to be shipped at no charge.

Note: Customers have 90 days to claim Media Coupons or License and Media Coupons posted to LWS. If media is not claimed within that time period, customers must purchase the software media from their Reseller.

Adobe Forms Licensing Program (FLP) enables customers to have successful product deployments and entitles customers to all upgrades of the software they choose to cover that are released during their coverage terms.

When a new version is announced for a product in which a customer has an active Maintenance Plan, FLP customers are entitled to receive a new license and new software media at no additional charge.

This fulfillment process will either be Automatic or at a Customer's Request.

The Automatic Upgrade process works in the following way:

1. New license(s) and certificate(s) are added to the customer's account in the Adobe Licensing website (LWS) as soon as possible after release.
2. A Media Coupon is placed in LWS so the customer can receive their software via CD set and/or Electronic Software Delivery (ESD).
3. Adobe notifies the customer by e-mail that the licenses have been ordered and are viewable, and the media coupon is ready to claim to receive the software.
4. Customer claims media coupon to trigger software delivery (via CD set or ESD).
5. Customer retrieves license certificate and serial number in LWS.
6. Using the serial number, the customer can install the software.

The Customer-Requested Upgrade process works in the following way:

1. The entitled customer makes an upgrade request (Adobe may, in some cases, contact the customer with upgrade path choices).
2. Customer submits their upgrade request through customer service.
3. Adobe verifies entitlement and places a License and Media Coupon into the customer account in LWS.
4. Adobe notifies the customer by e-mail that the coupon is ready to claim (this coupon must be claimed before the no-charge order is placed).
5. Customer claims the License and Media coupon, which triggers the no-charge order.
6. Adobe processes the order, adds the new license(s) and certificate(s) to the customer's account in LWS and delivers the media (either via CD set or ESD).
7. Adobe notifies the customer by e-mail that the serial number is available and the media has been delivered.
8. Customer retrieves license certificate and serial number in LWS and either receives the CD set by mail or downloads software from LWS.
9. Using the serial number, the customer can install the software.

Additional information on how the FLP Fulfillment and Automatic Upgrade System works can be found here:

<http://www.carahsoft.com/resources/Adobe/HowDoesFLPFulfillmentWork.pdf>

http://www.carahsoft.com/resources/Adobe/customer_upgrade_fulfillment_instructions.pdf

Serial numbers corresponding to these orders will be available via the Licensing Web Site (LWS) at: <https://licensing.adobe.com> (copy and patch the link into explorer).

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

12. Substitution and Technology Refreshment.

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

12.2 In the event the Contractor's catalog changes are not timely updated in Attachment A to this BPA, the ordering office is authorized to issue an order/call under this BPA for items listed on the contractors GSA FSS catalog provided the required items are within the scope of this BPA and included on the Contractor's GSA FSS catalog at time of purchase. Contractor shall quote their applicable BPA discount level price achieved as of the date of the order/call.

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 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. For any Delivery Order placed by one agency on behalf of another agency end user customer under a cross-servicing arrangement, the Delivery Order must clearly state the name of the end user customer agency that is acquiring the Software license and/or related Services.
- 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:**

Primary Point of Contact:
NAVSUP FLC Norfolk Contracting
Mechanicsburg Office
Code 216, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Terri Baxter
Phone: (717) 605-2003
Fax: (717) 605-7295
Email: Terri.Baxter@navy.mil

Alternate Point of Contact:
NAVSUP FLC Norfolk Contracting
Mechanicsburg Office
Code 216, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

PCO: Johnny Hodge
Phone: (717) 605-7367
Fax: (717) 605-7295
Email: Johnny.Hodge@navy.mil

b. Software Product Manager (SPM):

Software Product Manager (SPM):
SPAWAR Systems Center Pacific
Code 55350, Building 81
53560 Hull Street
San Diego, CA 92152-5001

SPM: Thao Vu
Phone: (619) 524-1065
Fax: (619) 524-9678
Email: Thao.Vu@navy.mil

Alternate Point of Contact:
SPAWAR Systems Center Pacific
Code 55350, Building 81
53560 Hull Street
San Diego, CA 92152-5001

POC: Nina Diep
Phone: (619) 553-1023
Fax: (619) 524-9678
Email: Nina.Diep@navy.mil

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

C. ORDERING

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website (<http://www.esi.mil>) for DoD inventory or an ESA before using another method of acquisition.

These steps for the buyer are summarized from the DFARS:

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

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

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

Notice to Ordering Offices: This is a single award BPA established 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 and publish brand name or limited source justifications as applicable;
- c. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- d. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- e. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative.

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

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

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

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

5. Delivery Schedule. The Contractor shall make available the current version of software via electronic download within seven (7) business days after receipt of complete order. The contractor shall make available the current version of software via media within 7 to 10 business days after receipt of complete order.

6. Delivery Notice. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

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

D. INVOICING AND PAYMENT

1. Invoicing. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address specified on the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract number, contract line item number and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. Fast Payment Procedure The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

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

E. BPA MANAGEMENT AND OVERSIGHT

1. BPA Administration. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions could include customer service, educating the sales force and submission of monthly/quarterly reports and approved Fee payments.

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

contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.

- 3. United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.
- 4. Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.
- 5. Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, 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.
- 6. Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.
- 7. Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.
- 8. Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

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

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <https://acc.dau.mil/CommunityBrowser.aspx?id=153210&lang=en-US>.

F. STANDARDS.

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

- 2. DISR Compliance.** All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.csd.disa.mil/a/>.
- 3. Common Security Configurations.** The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use an installer service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- 4. Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at http://www.defenselink.mil/cio-nii/docs/NetCentric_Checklist_v2-1-3_.pdf, to provide information on the Net-Centric posture of their IT products and services.
- 5. Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Contractor's Section 508 compliancy information can be found at <http://www.adobe.com/enterprise/accessibility/section508.html>
- 6. Additional Clauses.** This section has been replaced by Attachment E to this BPA.