

SOFTMART

DoD iGrafX Enterprise Software Initiative (ESA)
N00104-0-9-A-ZF33

USERS' ORDERING GUIDE

January 2009

For further information, please contact:

Andrew Rohrbough, Program Manager

Phone: (610) 518-4192

Cell: (484) 880-0371

dodesi@softmart.com

andrew.rohrbough@softmart.com

450 Acorn Lane

Downingtown, PA 19335



HOW TO ORDER THROUGH THE BPA

Softmart offers a variety of ordering options to meet your procurement needs, including:

- ◆ Phone Ordering via a Toll Free Number
- ◆ Fax Ordering via a Toll-Free Fax Number
- ◆ Mail Ordering via U.S Mail
- ◆ Electronic Ordering via www.softmart.com
- ◆ ITEC Direct Ordering at www.itec-direct.navy.mil

Softmart's price list is available at www.softmart.com/DoD.

Softmart's order entry system is on-line and completely integrated. The system allows us to provide you with shipping status, pricing, and account information.

Softmart accepts Visa, Master Card, Discover, and American Express for credit card purchases.

Please be prepared to give the following information to Softmart's Customer Relations Representative when you place your order:

- ◆ Government End-Use Customer name, email address and phone number
- ◆ Ordering Activities name, POC name, email address and phone number
- ◆ Invoice address, phone number, and attention
- ◆ Purchase order number or credit card information
- ◆ Cost center number, release number, job code, or any other information to be captured
- ◆ Quantity and description of product(s) to be ordered
- ◆ Shipping address, phone number, and attention
- ◆ Shipping method.

Softmart's Customer Relations Representative will give you an Order Confirmation Number. Please keep this for reference.

*If the order contact does not have a Softmart account, please be prepared to provide the order contact's physical address, telephone number, fax number, email address, and parent company name in addition to the information listed above.



Placing an Order by Telephone

Softmart's Government Customer Relations Department

Telephone number: (800) 628-9091 or 610 518-3000.

Hours: 8:00 a.m. to 5:30 p.m. EST Monday through Friday

- ◆ When your order is complete, you will be given an order confirmation number. This number may be used as a reference for your order.
- ◆ Orders for in-stock products telephoned in before 4:00 p.m. EST are shipped the same day. We will make a reasonable effort to ship in-stock products overnight for orders placed before 5:30 p.m. EST.

Placing an Order by Fax

Softmart's Government Customer Relations Department

Fax number: (800) 423-0612 or 610 518-4000/

24 hours a day, 7 days a week

- ◆ Customer Relations will be available to process your order during regular business hours, which are between 8:00 a.m. and 5:30 p.m. EST Monday through Friday.

Placing an Order by Mail

- ◆ You may place your order by mail using the address below:

Softmart Government Services, Inc.

Attn: Customer Relations - DoD ESI

450 Acorn Lane

Downingtown, PA 19335

Placing an Order by using Softmart's World Wide Web Site

www.softmart.com

- ◆ Softmart's shopping cart style web ordering system enables customers to conduct business domestically and globally through our Web Order Entry System.
Our web site provides Softmart's customers maximum availability 24 hours a day, 7 days a week.

Placing an Order by using the Navy's ITEC-Direct Web Site

www.itec-direct.navy.mil

- The Information Technology Electronic Commerce (ITEC) Direct program provides commercially available Information Technology (IT) products and services. ITEC Direct leverages technology to give Department of Defense (DoD) customers a fast and easy way to electronically locate, compare, and order IT hardware,

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software and services. To browse and search among the IT products and services, customers will need to have access to the Internet. Anyone in any Department of Defense (DoD) activity can browse ITEC Direct. To place an order, you must have a Government Purchase Card and pre-register with ITEC Direct. Additional information and user registration procedures are available at www.itec-direct.navy.mil.

Placing a Rush Order

- ◆ For a rush order, please call Softmart's Customer Relations Department at (800) 628-9091 or 610 518-4000.
- ◆ If the product is not in stock and you require rush delivery, please request a drop shipment at the time of order placement.
- ◆ The product(s) will be drop shipped from the Publisher/Manufacturer, as long as that Publisher/Manufacturer allows drop shipments. If the Publisher/Manufacturer does not allow drop shipments, Softmart will expedite your order as quickly as possible.
- ◆ Additional charges may be incurred for this service.

IV. For DD350:

Company Name: Softmart Government Services, Inc.
Address: 450 Acorn Lane, Downingtown, PA 19335
DUNS: 07 336 6119
Cage Code: 1LW45
TIN#: 23-2984562



ABOUT SOFTMART

Softmart was founded in 1982 and is based in Downingtown, PA. For over 23 years, we have provided solutions that enable our customers to reduce their total cost of ownership for software. We achieve these reductions through in-depth license program knowledge, close relationships with software manufacturers, a strong technical support team, and advanced electronic services. Our customers include government agencies and academic institutions, Fortune 1000 companies, and small businesses.

Softmart is a small business and has held GSA Schedule Contract #GS-35F-0346J for over 17 years. Softmart's Federal Account Team has gained significant experience, providing account management and licensing expertise to over 10,000 Federal customers.

Softmart is one of the leading Large Account Resellers in the industry. We have a proven track record of handling a wide range of customer contracts, from the largest accounts to the smallest procurements. Softmart has experience in rolling out major purchasing contracts at many levels including global corporations, statewide contracts, and school systems. We have communicated the advantages of complex licensing agreements to entities with 450,000 users and also educated participating agencies about more basic VLP requirements.

Softmart's competitive advantage stems from our unique approach to account management, our superior knowledge of publisher Volume License Programs, and our strong vendor relationships built over our many years in business. Because software and hardware are traceable assets, and we understand the value of having a reseller that can act as an advisor, we can execute customized processes to meet specific customer requirements while helping to engineer strategies to maximize procurement savings.

Softmart provides customers with an Account Management Team and dedicated Customer Service Team for superior account service and support. Through our role as a strategic partner, Softmart has developed custom processes to help our customers streamline their IT Procurement. Softmart utilizes this team approach to effectively manage resources and provide customers a consistent level of service and support. Customers also have access to a group of Vendor Account Managers, each dedicated to a leading industry publisher, who provide superior knowledge of vendor products and licensing options.

As a leader in the software industry, Softmart has developed innovative tools to help our customers manage their software and hardware procurement more efficiently and effectively. Softmart's tools which are specifically designed to facilitate and automate license usage tracking and reporting include online reporting, license tracking, and custom web sites and catalogs. Softmart's experience and business tools add tremendous value and efficiency by delivering the benefits of consolidated purchasing power and simplifying the task of reporting and tracking licenses purchased across organizations.



ABOUT THE CONTRACT

Contract Information

BPA Number: N000104-09-A-ZF33
Contract Type: BPA for iGrafx products
Contract Period: 29 January 2009 – 31 January 2014
Eligibility: The BPA is open for ordering by all Department of Defense (DoD) Components and Federal Civilian Agencies. For the purpose 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, Foreign Military Sales (FMS) with Letter of Authorization and the Intelligence Community. This BAP is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

Online Information

DoD ESI website – www.esi.mil
DoN IT Umbrella website – <http://www.it-umbrella.navy.mil/contract/enterprise/iGrafx/softmart/index.shtml>
DoN ITEC Direct website - www.itec-direct.navy.mil
Softmart DoD website – www.softmart.com/DoD



SOFTMART PROGRAM MANAGER

Andrew Rohrbough

Phone: (610) 518-4192

Cell: (484) 880-0371

dodesi@softmart.com

Andrew.rohrbough@softmart.com

450 Acorn Lane

Downingtown, PA 19335

SOFTMART DOD ACCOUNT MANAGERS

Kevin Bojanowski

Phone: (610) 518-4292

dodesi@softmart.com

Kevin.bojanowski@softmart.com

450 Acorn Lane

Downingtown, PA 19335

GOVERNMENT CONTACTS

Contracting Office

Point of Contact:

Naval Inventory Control Point

Code 0272, Building 407

5450 Carlisle Pike

Mechanicsburg, PA 17055-0788

Procuring Contracting Officer (PCO):

Naval Inventory Control Point

Code 0272, Building 407

5450 Carlisle Pike

Mechanicsburg, PA 17055-0788

POC: Marissa Jackson

Phone: (717) 605-

Fax: (717) 605-4600

Email: Marissa.jackson@navy.mil

POC: R. L. Klinger

Phone: (717) 605-3824

Fax: (717) 605-4600

Email: rodney.klinger@navy.mil

Program Management

Software Product Manager (SPM):

DON IT Umbrella Program Office

SPAWAR Systems Center San Diego

Code 2829

53560 Hull Street

San Diego, CA 92152-5001

or Alternate Point of Contact:

DON IT Umbrella Program Office

SPAWAR Systems Center San Diego

Code 2829

53560 Hull Street

San Diego, CA 92152-5001

SPM: Ms. Sandy Sirbu

Phone: (619) 524-9639

Fax: (619) 524-9678

Email: sandra.sirbu@navy.mil

POC: Ms. Linda Greenwade

Phone: (619) 524-9616

Fax: (619) 524-9678

Email: linda.greenwade@navy.mil



SOFTMART CONTACT LIST

Task	Who to Contact	Contact Information
<ul style="list-style-type: none"> ◆ Information about Softmart ◆ Licensing information ◆ New product information ◆ Product promotions ◆ Technical Support information 	SOFTMART'S WEB PAGE	www.softmart.com/dod
<ul style="list-style-type: none"> ◆ Act as liaison to software publishers ◆ Make volume program recommendations based on purchasing trends and goals ◆ Communicate license program requirements ◆ Accommodate customer's specialized requirements 	Andrew Rohrbough BPA Program Manager Kevin Bojanowski Account Executive	Andrew Rohrbough Phone (610) 518-4192 Kevin.bojanowski@softmart.com 610 518-4292
<ul style="list-style-type: none"> ◆ Provide pricing & availability ◆ Place orders ◆ Provide order status ◆ Provide proof of delivery ◆ Request web accounts ◆ Request reports ◆ Process returns 	Government Customer Relations Team Kathleen Hurd	Phone (800) 628-9091 Fax (800) 423-0612 Direct Fax (610) 518-3000 dodesi@softmart.com
<ul style="list-style-type: none"> ◆ Provide information regarding invoices or payments 	Bryan Clark Senior Government Credit Analyst	Phone (610) 518-4035 Fax (610) 518-3013 bryan.clark@softmart.com



IGRAF X ENTERPRISE AGREEMENT

This BPA provides pricing for iGrafx software under the Department of Defense (DoD) Enterprise Software Initiative.

The BPA will constitute an Enterprise Software Agreement (ESA) within the meaning of Defense Federal Acquisition Regulations (DFARS) 208.74 and will be available for ordering by all of DoD.

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. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51

The BPA expires 2 years after award. The BPA will be reviewed annually to ensure that it still represents a "best value". The BPA may be extended an additional 2 years depending on the agreement of the parties.

It is the responsibility of the Ordering Officer to ensure compliance with all fiscal laws prior to issuing an order under this BPA. Ordering Officers are also responsible for ensuring the vendor selected for the order represents the best value and the lowest overall cost alternative for the requirement being ordered (see FAR 8.404).

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

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

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 a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155,

IGRAF X MAINTENANCE POLICY

Purchasers of Maintenance Licenses are entitled to receive, in addition to product patches and bug fixes, Software Upgrades (Software Upgrade means a revision of Software released by iGrafx during the term of Maintenance that



is consistently designated by iGrafx as an "Upgrade", rather than a new product. In most instances an Upgrade will generally be designated by a version number change in the Software immediately to either the right or the left of the decimal (e.g. version 5.1 to 6.0 or version 6.0 to 6.1). During the term of the maintenance, upon general release of a Software Upgrade, iGrafx will notify the licensee of availability of the upgrade by announcing through its customer communications, web site, and direct communications with identified maintenance contacts. Licensee may then request the upgrade as directed in the communications for delivery either electronically or by media. Licensee may then distribute the upgrade in whatever way is best suited for Licensee, including electronically, provided the number of upgrades distributed do not exceed the number of software licenses for which Licensee has purchased maintenance. Licensee is immediately given the right to run the latest version of the software product for licenses that have been enrolled in the maintenance license, regardless of the version of the software license Licensee currently owns.

Purchasers of Maintenance receive 30 days of installation support via the iGrafx Technical support line of 503-404-5999.

After the initial 30 day support period, support is available through the iGrafx Premium Support Self Service Portal: <http://www.igrafx.com/salesforceform/ssportal.html>

Support requests will be accepted via the Technical support line but the Self Service Portal is the preferred method to achieve the highest level of support and responsiveness.

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6. iGrafx(r) Viewer 2005 Addendum to the General License Agreement
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