

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 36	
2. CONTRACT NO. HC1028-11-A-0100		3. AWARD/EFFECTIVE DATE 31-Mar-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER HC1028-11-T-0131	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LAUREN J. O'NELL				b. TELEPHONE NUMBER (No Collect Calls) 618-229-9403	
9. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406  TEL: FAX:		CODE HC1028		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$25M NAICS: 541519		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR CARAHSOFT TECHNOLOGY CORPORATION 12369 SUNRISE VALLEY DR STE D2 RESTON VA 20191-5430 NATALIE GREGORY  TEL. 703-871-8513		CODE 1P3C5		18a. PAYMENT WILL BE MADE BY  CODE		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO A ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
					<b>\$0.00</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> 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 <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>MaryAnn Hall</i>		31-Mar-2011	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY ANN HALL / CONTRACTING OFFICER TEL: 618-229-9580 EMAIL: MaryAnn.Hall@disa.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT ( <i>Location</i> )	
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

**Preamble:** The Department of Defense (DoD) Enterprise Software Agreement (ESA) Blanket Purchase Agreement (BPA) is established between the United States of America (the “Government”) represented by the Contracting Officer, and the “Vendor” or “Contractor” represented by CARAHSOFT TECHNOLOGY CORPORATION.

The BPA Contract number is HC1028-11-A-0100.  
 The Associated GSA Schedule is GS-35F-0131R.  
 The NAICS code is 541519.  
 The ceiling for the CARAHSOFT TECHNOLOGY CORPORATION BPA award is \$29,000,000.00.  
 Start Date of the BPA: 31 March 2011  
 End Date of the BPA: 30 March 2016

The Government estimates, but does not guarantee that the volume of delivery orders through this agreement will be at the maximum ceiling level specified with this award. The Government is obligated only to the extent of authorized delivery orders actually made under this BPA. The continued use of the BPA is contingent upon the Government determining that the BPA continues to provide “best value.” The Contractor must maintain all product/service offerings of the BPA on the applicable GSA Schedule. BPA delivery orders may be issued during any of the contract years of this BPA. The performance period for each BPA delivery order will be specified in the order. For delivery orders issued during the final year of this BPA contract (or any subsequent 6-month option for continued service), the final contract year’s pricing shall be used, and the BPA Contract shall continue to apply and govern the rights of the Contractor and the Government with respect to the order to the same extent as if the order had been completed prior to expiration of the BPA Contract.

AGREEMENT INFORMATION:	
AGREEMENT CEILING AMOUNT	\$29,000,000.00
AGREEMENT PERIOD START DATE	31-MAR-2011
AGREEMENT PERIOD END DATE	30-MAR-2016

DOD ESA BPA

**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 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-0131R held by Carahsoft Technology Corp on behalf of CollabNet),

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/Services Price List & Descriptions (see Att A & A1 documents)
- Attachment B – License Agreement
- Attachment C – Report of Sales Format (Vendor to Report on Delivery Orders per BPA)
- Attachment D – Fees and Payments with Transmittal Letters (Vendor to Report on Delivery Orders per BPA)
- Attachment E – Common Security Configuration Certificate (CollabNet executed document)

## A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS Contract Number (*GS-35F-0131R*), Carahsoft Technology Corporation agrees to the following terms of a BPA with the Defense Technology Contracting Organization (DITCO). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the License Agreement included as Attachment B. 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 NAICS code associated with this BPA is 541519. The Government established ceiling for the Carahsoft Technology Corporation BPA award is set at \$29,000,000.00. The Government estimates, but does not guarantee that the volume of delivery orders through this agreement will be at the level specified at award. The Government is obligated only to the extent of authorized delivery orders 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 period of performance (POP) is for a period of five (5) years (31 March 2011 through 30 March 2016). The BPA will be reviewed annually to ensure that it still represents a "best value". The BPA is contingent upon the Contractor maintaining products/services of the BPA on the applicable GSA Schedule. The Contractor is responsible for notifying the SPM and CO (Contracting Officer) of any changes in the status of the applicable GSA Schedule (validity status and modifications to the schedule contract) through the life of the BPA.
5. **Pricing Terms.** Attachment A provides unit prices as explained below. Prices shall not escalate, and Attachment A is not subject to upward adjustment during the term of the 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. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment D.
6. **Discount Terms and Conditions.** Attachment A shall provide a comparison between List Prices, GSA Prices, and BPA Prices, and provide the percent discount of the BPA pricing compared with GSA pricing. Unit pricing of the Attachment A BPA is not subject to upward adjustment. Additionally, the vendor shall notify the Government, when downward adjustment of pricing is appropriate to be incorporated in the ESA BPA Contract, and the Government shall review pricing annually. Prior to completion of any applicable downward pricing adjustment modification(s) to the ESA BPA contract, quotes provided for delivery orders shall reflect appropriate additional discounts so BPA pricing discounts are maintained. Quoted BPA delivery order pricing should never exceed applicable BPA pricing (advertised or appropriately downward adjusted BPA pricing). Spot and volume discounts are encouraged in providing quotes for Government ESA BPA delivery order requirements. Discounts shall be the same or greater discount levels when comparing GSA pricing with BPA pricing.

7. **Out-Year Prices.** BPA unit pricing and discounts of Attachment A apply to out-year pricing during the term of the BPA and are not subject to upward adjustment during the term of the BPA. Additionally, the discount terms and conditions of paragraph 6 apply to out-year pricing. See price guarantees of FAR 52.216-9201.

8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that Carahsoft Technology Corporation has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, then this BPA will be modified to include the lower prices. Prior to the completion of such modification(s), the appropriate pricing and discounts shall be reflected in delivery orders against this BPA, and be applicable to out-year pricing too.

8.2 **SmartBUY Transition.** Office of Management and Budget (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, Carahsoft Technology Corporation and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither Carahsoft Technology Corporation, Inc. or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement. Should a SmartBuy Initiative be awarded during the life of this ESA BPA, most favorable pricing for the specific products or services under similar terms and conditions will be reflected in the ESA BPA or delivery orders placed against the BPA.

9. **License Agreement.** Attachment B provides the License Agreement supplied by Carahsoft Technology Corporation. Notwithstanding any provision to the contrary, licenses are transferable within the authorized users. Software licenses acquired via delivery orders of this BPA are subscriptions and are subject to the licensing provisions and the terms of the GSA Contract. A license may be hosted on the standard desktop and the same user's laptop (not to be used concurrently). Any delivery order issued hereunder will serve as proof of order. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement. The following provisions will be included in a license addendum if the BPA is awarded to other than the software publisher.

9.1 **Functionality Replacement and Extended Support.** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or Carahsoft Technology Corporation, provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

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

9.3 **Audits.** In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit 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. Licensee may permit Carahsoft Technology Corporation 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 vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

10. **Media.** Software shall be made available to and downloaded electronically by the Government end-user(s). The end-users will be sent email confirmation and their Carahsoft Customer ID (CID) will be validated for download capability. The end user order confirmation email will include instructions and link(s) for downloading the software products.

#### 11. **Support and Maintenance.**

11.1. **Support.** The CollabNet license/subscription support outlined by Carahsoft Technology Corporation shall be explained in the document incorporated in Attachment A. This document shall provide information details on the various offerings, including the name of the offering, description, and both manufacturer and GSA part numbers, if they are not identical.

11.2. **Maintenance.** The CollabNet maintenance cycles, software bug fixes and/or enhancements/upgrades provided by Carahsoft Technology Corporation shall be appropriately explained in detail for incorporation as part of Attachment A.

12. **Professional Services.** Professional Services provided by CollabNet through Carahsoft Technology Corporation shall be explained in detail for incorporation as part of Attachment A Product/Service Offerings, and may include installation, consulting from the complete migration to CollabNet software support items to focused, client-directed engineering and software customization.

13. **Training.** Training is offered at the fees in Attachment A and the specific type of on-line or in-class offerings shall be appropriately identified and explained in Attachment A.

14. **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.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 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 Original Equipment Manufacturer's (OEM's) intent. Improvement of products may include new releases, updates, and upgrades including additional features and functionality, and successor or upgrade products.

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

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

a. The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Unified Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard,

NATO, the Intelligence Community and FMS with a Letter of Authorization.

b. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400.

c. Government contractors performing work for a DoD end user (as defined above) may place Delivery orders under this BPA on behalf of and for the benefit of the DoD entity if authorized by the applicable Contracting Officer in accordance with the requirements of FAR 51 and/or DFARS 251 as appropriate.

2. **BPA Points of Contact (POC):** The BPA Points of Contact are outlined below. Each delivery order issued against the BPA will contain Points of Contact reference information with the contacts of the delivery order [see DARS (DISA Acquisition Regulation Supplement) Clause 52.204-9000 (Aug 2005)].

**a. BPA Procurement Contracting Officers (PCO):**

Defense Information Technology Contracting Organization (DITCO)/PL8321  
2300 East Drive, Scott AFB IL 62225-5406

POC: Mary Ann Hall / Contracting Officer  
Phone: (618) 229-9580 / DSN: 779-9580 Fax: (618) 229-9177 Email: maryann.hall@disa.mil

POC: Lauren O'Neill / Contract Specialist  
Phone: (618) 229-9403 / DSN: 779-9403 Fax: (618) 229-9177 Email: Lauren.oneill@disa.mil

BPA Delivery Order Contracting Officer: (To be specified on each Delivery Order)

BPA Delivery Order Contract Specialist: (To be specified on each Delivery Order)

**b. BPA Software Product Manager (SPM) and BPA Contracting Officer Representative (COR):**

SPM/COR: Jonnice Medley  
Phone: (301) 225-8081 / DSN: 375-8081 Fax: (301)225-0513 E-mail: jonnice.medley@disa.mil  
Organization: Defense Information System Agency (DISA)/CI52  
Address: DISA, Attn: Jonnice Medley/CI52, P.O. Box 549, Ft. Meade, MD, 20755-0549  
Physical Address: DISA Attn: Jonnice Medley/CI52, 6910 Cooper Ave., Ft. Meade, MD, 20755-7088

**c. Customer Point of Contact:** (To be specified on each Delivery Order placed against the BPA)

**d. Financial Management Office (FMO):**

Address: DITCO/CFE81, 2300 East Drive, Scott AFB IL 62225-5406  
FMO POC: Monica Hellmann  
Phone: 618-229-9280 Fax: 618-229-9273 E-Mail: [CFE811@disa.mil](mailto:CFE811@disa.mil) and [monica.hellmann@disa.mil](mailto:monica.hellmann@disa.mil)

**e. Vendor Point of Contact (POC): (Offeror to Review/Complete)**

Carahsoft Technology Corporation, 12369 Sunrise Valley Drive, Suite D2, Reston, VA, 20191-5430  
Business Size: Small TIN: 52-2189693 DUNS: 088365767 Cage: 1P3C5

Order Support Number: 703.871.8519  
NET 30 Remit to address: Same as above

BPA Program Manager Natalie Gregory [Natalie.gregory@carahsoft.com](mailto:Natalie.gregory@carahsoft.com) Phone: 703.971.8513

BPA Contract Point of Contact Ellen Ford [contracts@carahsoft.com](mailto:contracts@carahsoft.com) Phone: 703.871.8679  
BPA Sales Point of Contact Rich Savage [Rich.savage@carahsoft.com](mailto:Rich.savage@carahsoft.com) Phone: 703.871.8629  
BPA Fax Number: 703-871-8505

BPA Delivery Quote Requests may be submitted via:  
(Place in Subject: CollabNet BPA Delivery Quote Request)  
Email: [sales@carahsoft.com](mailto:sales@carahsoft.com)  
Fax: 703-871-8505  
On-line through the following website: [www.carahsoft.com](http://www.carahsoft.com)

BPA Vendor Delivery Order POC: (To be specified on each Delivery Order placed against the BPA)

## C. ORDERING

1. **Delivery Orders.** Ordering is decentralized and the scope of this effort is worldwide. Delivery order requirements and administration will be stipulated on delivery orders. Orders are in accordance with the terms and conditions of this BPA and the underlying GSA Schedule. This BPA was established non-competitively against GSA Schedule. Refer to the ESI website at <http://www.esi.mil> for the listing of the applicable vendor(s). It is the responsibility of the applicable Delivery Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) to:

- a. Comply with the ordering procedures of FAR 8.4, DFARS 208.4, local contracting office ordering procedures and all fiscal laws prior to issuing an order. When ordering services, delivery ordering officers are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.
- b. Check the Enterprise Agreement Summary Table to determine if software rights or related services have already been acquired and are available from DoD inventory, and if available, then acquire the required items from DoD inventory and reimburse the SPM.
- c. If the required software rights or related services are not available from inventory or from an ESA, then use an alternate method of acquisition, subject to laws and policy.
- d. If the required software/support is not available from inventory but is available from an ESA, review the terms and conditions and prices, in accordance with applicable source selection requirements. Per FAR 8.405-3(b)(2), where multiple BPAs are available, before placing an order exceeding the micro-purchase threshold, forward the requirement to the BPA holders and evaluate responses to determine which represents best value.
- e. If existing ESAs do not represent best value to the Government, then seek a waiver from the SPM before continuing with alternative acquisition methods.
- f. Obtain competition and/or execute and publish brand name or limited source justifications as applicable.
- g. Provide fair opportunity to be considered for each order as applicable.
- h. Incorporate into the order 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. Also as applicable, insert additional security requirements, DD254 or other requirements of the delivery ordering office and their customer(s).
- i. Request quotes in writing via email, FAX, on on-line website. See the Vendor Point of Contact Information.

j. **Assisted Orders:** The Contracting Officer that administers the BPA may at the request of an ESA customer and for an additional contracting fee from the customer issue the delivery order for a requirement. This is called an assisted order.

2. **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

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

4. **Vendor Delivery Order Schedule.** (Offeror to Complete/Describe/Revise as applicable) Contractor shall make available the software ordered via electronic download within 1 business day of receipt of the delivery order. Any other applicable delivery order schedules shall be clearly explained in this section.

5. **Vendor Delivery Order Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery order 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/delivery and/or Period of Performance (POP) as applicable
- i. Payment Method and appropriate FAR and DFARS clauses as determined by the ordering office.
- j. If applicable, additional security requirements or DD254 document(s) of the ordering office.
- k. Copies of delivery orders shall be sent via email to the SPM as electronic attachments by the vendor.

6. **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) or the entire BPA.

#### **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 electronic invoice to the address specified on the applicable BPA delivery order. 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. Applicable payment method as determined by the ordering office.

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. FAR and DFAR clauses appropriate to the Credit Card or WAWF payment method shall be included as applicable to the particular Delivery Order, as determined by the Delivery Ordering Officer.

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. **Management.** The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. **Report of Sales.** A Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. 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 quarterly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment C. Negative reports are required. The SPM or PCO shall provide written approval of each report. 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 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 fees 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 coding system is used to classify both products and services for use throughout the global marketplace and permits software asset management through a standard coding structure. The management and development of the UNSPSC Code is coordinated by GSI 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 Delivery Orders and any applicable GSA Schedules (including GSA Schedule modifications) for the life of the BPA. Copies of Delivery Orders and GSA FSS modifications shall be made available to the Government upon request. The Contractor is responsible for notifying the SPM and Contracting Officer of any changes in the status of the applicable GSA Schedule (validity status and modifications to the schedule contract) through the life of the BPA.

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 the applicable GSA schedule and any modifications to the GSA schedule and status of BPA marketing, sales, sales leakage, and any other issues of concern. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. **Sales Leakage.** The ESI Program goals 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 marketing and advertising of this agreement. Desired actions include: advertising resultant vehicles and this agreement on the contractor's Internet site, at relevant trade shows, with participation at DoD Component sponsored events and news media geared to Government/DoD IT personnel.

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 703-681-2556; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.

3. **Common Security Configurations.** The vendor 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](HTTP://CSRC.NIST.GOV/ITSEC/GUIDANCE_WINXP.HTML), and for the Windows Vista settings, see: [HTTP://CSRC.NIST.GOV/ITSEC/GUIDANCE\\_VISTA.HTML](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. The vendor shall also certify that any subsequent product/module for the life of the agreement is/are fully functional and operate correctly as intended on systems using Federal Desktop Core Configuration (FDCC) prior to any product/module revisions being made available for Government use. Further, the vendor shall certify that operability is maintained with evolving FDCC standards. A Common Security Configuration Certification shall be submitted to the SPM and PCO in electronic format, or as otherwise requested by the SPM, upon request.

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](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](http://www.section508.gov).

6. **Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference or in full text in this BPA. Ordering Offices should consider the requirements of FAR and DFARS, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office. The full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Collabnet Software Licenses FFP Collabnet Software Licenses See Attachment A - Products/Services Price List for detailed part numbers, prices and descriptions. Period of Performance is 31 Mar 2011 through 30 Mar 2016.				\$0.00
	FOB: Destination				
					_____
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Collabnet Software Maintenance FFP Collabnet Software Maintenance See Attachment A - Products/Services Price List for detailed part numbers, prices and description. Period of Performance is 31 Mar 11 through 30 Mar 16.				\$0.00
	FOB: Destination				
					_____
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Collabnet Consulting Services FFP Collabnet Consulting Services See Attachment A - Products/Services Price List for detailed part numbers, prices and descriptions. Period of Performance is 31 Mar 11 through 30 Mar 16.  FOB: Destination				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Collabnet Training FFP Collabnet Training See Attachment A - Products/Services Price List for detailed part numbers, prices and descriptions. Period of Performance is 31 Mar 11 through 30 Mar 16.  FOB: Destination				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Collabnet Travel COST Travel in Support of Collabnet Software Support. Travel Requirements to be coordinated in advance; completed in accordance with the DoD Joint Travel Regulations (JTR); and invoiced in arrears for contracting officer authorized delivery orders associated with the BPA. Period of Performance is 31 Mar 11 through 30 Mar 16.  FOB: Destination				\$0.00
				ESTIMATED COST	\$0.00

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 31-MAR-2011 TO 30-MAR-2016	N/A	N/A FOB: Destination	
0002	POP 31-MAR-2011 TO 30-MAR-2016	N/A	N/A FOB: Destination	
0003	POP 31-MAR-2011 TO 30-MAR-2016	N/A	N/A FOB: Destination	

0004	POP 31-MAR-2011 TO 30-MAR-2016	N/A	N/A FOB: Destination
0005	POP 31-MAR-2011 TO 30-MAR-2016	N/A	N/A FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.232-6	Payment Under Communication Service Contracts with Common Carriers	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	FEB 2010
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.243-7	Notification Of Changes	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.211-7003	Item Identification and Valuation	SEP 2010
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

**52.201-9200 CONTRACTING AND ADMINISTRATIVE AUTHORITY (JUN 1996) (G500 Previously)**

a. The contract will be administered by the Defense Information Technology Contracting Organization (DITCO). The Contracting Officer (CO) at DITCO/PL8321, 2300 East Drive, Scott AFB, IL 62225 is the only person authorized to approve changes or modify any of the requirements contained elsewhere in this contract; the said authority remains solely in the CO. In the event the contractor effects any such change at the direction of any other person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract costs to cover any increase incurred as a result thereof.

b. The contractor shall submit requests for modifications of this contract to the CO with a copy of the request to the CO's representative as designated in the CO's representative appointment letter.

c. Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (i.e., Federal Acquisition Regulation). Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

d. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO.  
(end of clause)

**52.204-9000 Points of Contact (POC) (AUG 2005) for the BPA Contract.**

**Applicable POC information shall be specified on each BPA delivery order (Request for Collabnet BPA delivery order quotes may be submitted via e-mail to [sales@carahsoft.com](mailto:sales@carahsoft.com), faxed to 703-871-8505, or through the website at [www.carahsoft.com](http://www.carahsoft.com).**

**Contracting Officer**

Name: Mary Ann Hall

Organization/Office Symbol: DISA/DITCO/PL8321

Phone: 618-229-9580 DSN: 779-9580 Fax: 618-229-9177 E-Mail: MaryAnn.Hall@disa.mil

**Contract Specialist**

Name: Lauren O'Neill

Organization/Office Symbol: DISA/DITCO/PL8321

Phone: 618-229-9403 DSN: 779-9403 Fax: 618-229-9177 E-Mail: Lauren.oneill@disa.mil

**Customer/COR/TM/POC**

Name: Jonnice Medley DODAAC: HC1047

Organization/Office Symbol: DISA/CIO, Portfolio Management Branch, CI52

Phone.: 301-225-8081 DSN: 375-8081 Fax: 301-225-0513 E-Mail: jonnice.medley@disa.mil

**Contractor POC**

Contractor Legal Business Name: CARAHSOFT TECHNOLOGY CORPORATION

DUNS: 088365767 CAGE CODE: 1P3C5 Fax: 703-871-8505

BPA Program Manager Natalie Gregory, natalie.gregory@carahsoft.com, 703-971-8513

BPA Sales Manager Rich Savage, rich.savage@carahsoft.com, 703-871-8629

BPA Contracts Representative Elen Ford, [contracts@carahsoft.com](mailto:contracts@carahsoft.com), 703-871-8679 (End of clause)

## 52.204-9001 Contract/Order Closeout—Fixed-Price, Time-and-Materials, or Labor-Hours (Jan 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

## 52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

**52.211-9200 PERIOD OF CONTRACT****(JUN 1996)****(F500 Previously)**

A BPA contract awarded as a result of an offer submitted in response to this solicitation shall be effective from date of contract award and shall continue for a period of 5 year(s), unless sooner terminated under the terms of this contract.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

     (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

     (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

     (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

     (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

     (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

     (7) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (9) [Reserved].

\_\_\_ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

X (12) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637 (d)(2) and (3)).

X (13)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

X (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

\_\_\_ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_X\_ (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_X\_ (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

\_X\_ (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_X\_ (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_X\_ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

\_X\_ (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

\_X\_ (27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_X\_ (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_\_\_ (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16. .

\_X\_ (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

\_\_\_ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_X\_ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

X   (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

       (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

       (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_\_

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

       (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

       (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

       (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

       (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

       (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

       (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

**52.216-9201 PRICE GUARANTEE**

**(JAN 2011)**

**(Modified)**

a. The prices contained in this contract shall apply from date of contract award through a period ending 60months from the date of contract award. This clause shall apply to an additional 6 months if the contract is extended in accordance with FAR Clause 52.217-8.

b. BPA pricing shall be set forth as Attachment A - Product and Price List. In the event the GSA Schedule contract is renewed during the life of this BPA contract, the pricing on the BPA is subject to downward adjustment. In no event shall the delivery order pricing be based upon pricing that is higher than the pricing on the underlying GSA Schedule.

c. The contractor warrants that during the contract life, the prices set forth herein shall not exceed the Contractor's GSA Schedule or Commercial Price List (including applicable commercial discounts). If at anytime this should occur, the contractor shall immediately notify the Contracting Officer and offer the lower prices for incorporation into this contract, and into delivery orders based on this BPA Contract.  
(end of clause)

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration. (End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months. (End of clause)

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)**

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541519- assigned to contract number (to be provided upon award).

(Contractor to sign and date and insert authorized signer's name and title). (End of clause)

#### 52.232-17 INTEREST (OCT 2010)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

### **52.232-9000 Wide Area WorkFlow (WAWF)**

As prescribed in 232.7004(S-90), use the following clause:

#### **WIDE AREA WORKFLOW (WAWF) (3 OCT 2008)**

(a) As prescribed in DFARS clause 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Mar 2008), Contractors must submit payment requests in electronic form. Paper copies will no longer be accepted or processed for payment unless the conditions of DFARS clause 252.232-7003(c) apply. To facilitate this electronic submission, the Defense Information Systems Agency (DISA) has implemented the DoD sanctioned Wide Area WorkFlow (WAWF) for contractors to submit electronic payment requests and receiving reports. The contractor shall submit electronic payment requests and receiving reports via WAWF. For payment problems related to WAWF, the contractor should contact the Acceptor identified.

(b) Definitions:

Acceptor: Contracting Officer's Representative, Task Monitor, or other government acceptance official as identified in the contract/order.

Local Processing Office (LPO): Government office responsible for certifying invoices.

Pay Official: Defense Finance and Accounting Service (DFAS) payment office identified in the contract/order.

SHIP To/Service Acceptor DoDAAC: Acceptor DoDAAC or DCMA DoDAAC (as specified in the contract/order).

LPO DoDAAC: Certifying Office DoDAAC (only required when the Payment Office DoDAAC is HQ0251 and the LPO DoDAAC field is marked as mandatory in WAWF).

DCAA Auditor DoDAAC: Used when DCAA invoice approval is required by the contract/order and the field is marked as mandatory in WAWF-RA. (Click the DCAA Audit Office Locator Link in WAWF and enter zip code of your CAGE code address).

(c) WAWF Contractor Input Information - **\*\* IMPORTANT! \*\***

The contractor shall use the following information in creating electronic payment requests in WAWF:

To create electronic payment requests and receiving reports, go to the following WAWF production website at <https://wawf.eb.mil>.

Invoice Type in WAWF:

If billing for Materials Only or a combination of Materials and Services, select "Invoice and Receiving Report (Combo)".

If billing for Services Only, select "2-n-1 (Services Only)"

If billing for Cost-Reimbursement, Time-and-Materials, and Labor Hour- Contracts, select "Cost Voucher"

(\*\*Cost Vouchers require invoices to be sent to DCAA for approval, therefore a DCAA DoDAAC is required. A letter of "DCAA Approval for Direct Invoice Submittal" is required to be attached to all Direct-Bill Cost Vouchers.\*\*)

Acceptor: (Contracting Officer/Specialist to insert the following information as applicable in delivery orders)  
Ship To/Service Acceptor DoDAAC:

Name:  
 Phone Number:  
 E-Mail:

Pay Official: Pay DoDAAC: *(Contracting Officer/Specialist must insert Pay Official DoDAAC. Pay official DODAAC must match Payment Office information on the front of the solicitation/contract/order)* Note: For Pay DoDAAC HQ0131, do not use a LPO DoDAAC.

For payment processing questions, contact the following DFAS office as specified in the contract/order:  
 Columbus Center -- 1-800-756-4571  
 HQ0131 – Option 2, then Option 2  
 HQ0251 – Option 2, then Option 1 or call the respective LPO inquiry phone number, listed above.

E-Mail Notifications:  
 For Acceptors: To facilitate payment processing, the contractor shall send an additional e-mail notification to the Acceptor by clicking on the “Send More Email Notifications” link after submitting a document in WAWF.

(d) Points of Contact: Reference clause 52.204-9000, Points of Contact, for Contracting Officer, Contract Specialist, Customer/COR/TM and Contractor Points of Contact information.

(e) Information: Additional DISA WAWF guidance and information for both contractor and government personnel is available at <http://www.ditco.disa.mil/hq/WAWF/>.  
 (End of clause)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the address: <http://farsite.hill.af.mil> (End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

  X\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)   252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) X 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) X 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (SEP 2008)

(12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14) (i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(23) X 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(24) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(25)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) 252.247-7023, Alternate I (MAR 2000) of 252.247-7023.

(iii) 252.247-7023, Alternate II (MAR 2000) of 252.247-7023.

(iv) 252.247-7023, Alternate III (MAY 2002) of 252.247-7023.

(26) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**252.243-9200 TECHNICAL ENHANCEMENTS  
(H511 Previously)**

**(JUN 1996)**

a. After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, improvements to the services, features, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed service improvements that are acceptable to the Government will be processed as modifications to the contract.

b. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects that the proposed changes would have on collateral costs to the Government, such as government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including government premise equipment).

(5) A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale.

(6) Any effect on the contract completion time or delivery schedule shall be identified.

c. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

d. The CO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing contract.

e. If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of FAR 52.243-1, Changes, contained in this contract. The resulting contract modification will state that it is made pursuant to this clause.

NOTE: If any proposal submitted under this paragraph may qualify as a Value Engineering Change Proposal in accordance with FAR 52.248-1 contained in this contract, the contractor shall submit the proposal as a VECP.

#### SECTION 508

#### **SECTION 508 REQUIREMENTS:**

a. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires Federal agencies acquiring Electronic and Information Technology (EIT) to ensure that Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities.

b. All EIT procured under this contract/order must meet the following 36 CFR 1194 accessibility standards. The full text of the accessibility standards is available at: <http://www.accessboard.gov/sec508standards.htm>

Technical Standards

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web Based Intranet and Internet Information and Applications
- 1194.23 - Telecommunications Products
- 1194.24 - Video and Multimedia
- 1194.25 - Self-Contained, Closed Products
- 1194.26 - Desktop and Portable Computers
- 1194.31 - Functional Performance Criteria
- 1194.41 - Information, Documentation and Support

Functional Standards

- 1194.31 - Functional Performance Criteria

c. The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device(s), but merely require that the EIT be compatible with such software and device(s) so that it can be made accessible if so required in the future.

d. Contractors may propose products or services that result in substantially equivalent or greater access to and use by individuals with disabilities; this is known as equivalent facilitation.

ATT A

**Attachment A**

**COLLABNET PRODUCTS/SERVICES AND PRICE LIST**

**See pricing (Att A1: excel) and descriptions (Att A: pdf) for the CollabNet items on the BPA.**



D:\Documents and Settings\MaryAnn.Ha



D:\Documents and Settings\MaryAnn.Ha

ATT B

**Attachment B**

**LICENSE AGREEMENT COLLABNET PRODUCTS/SERVICES**

**See the document (pdf) below for applicable License Agreement associated with this BPA.**

Note that the attached CollabNet License and Service Agreement is incorporated by reference into the DoD ESI BPA with Carahsoft Technologies, Inc. Pursuant to FAR 52.215-8 Order of Precedence which is included in the BPA any inconsistency between the CollabNet License and Service Agreement and the terms of any delivery order issued against the ESI BPA will be resolved by giving precedence to the BPA contract clauses.



D:\Documents and Settings\Lauren.One

ATT C

**Attachment C**

**REPORT OF SALES FORMAT**

**Below is the Report of Sales Format (Government Microsoft Excel format) that the vendor shall use when submitting reports as required and outlined in the BPA document. Some pricing data is provided in the attached document only as a sample of the type of information that may be reported.**



D:\Data\excel\  
Attachment C- Collat

ATT D

**Attachment D  
FEES AND PAYMENTS**

**The vendor shall be responsible for the payment of all fees (i.e., GSA, ACT) as calculated on the customer orders, in accordance with the document provided below.**

**FEES AND PAYMENTS**

**1. GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

**2. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

**3. Fee Distribution.** The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

**3.1 ALL SALES:**

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force orders against an ESI agreement managed by the DISA results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). DISA will retain the entire 2% fee under orders issued for DISA activities or those activities that do not collect a fee under the ESI agreements managed by DISA. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for Navy sales and 2% for all other sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States" noted with the following information:

BPA HC1028-11-A-0100  
 DoD Carahsoft Technology Corporation Enterprise Software Agreement for CollabNet Products/Services  
 Quarterly ACT Fee

The Vendor shall for all sales checks include a DISA transmittal letter using the DISA Sales Transmittal Letter Format provided below, which contains mailing addresses and instructions.



D:\Documents and Settings\Lauren.One

**3.2 Navy Sales**

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

The contractor shall 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 Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA HC1028-11-A-0100  
 DoD Carahsoft Technology Corporation Enterprise Software Agreement for CollabNet Products/Services  
 ACT Fee

For US Postal Service mail or USPS Express Mail:

SPAWARSCEN PACIFIC  
 Code 55190, Bldg. 91  
 Attn: Henry Ingorvate  
 53560 Hull Street  
 San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services:

SPAWARSCEN PACIFIC  
 Shipping and Receiving  
 Receiving Officer (OT 7)  
 Attn: Henry Ingorvate  
 Code 55190, Bldg. 91  
 4297 Pacific Hwy.  
 San Diego, CA 92110

Email a copy of the ACT Fee remittance check to the SPM.

**3.3 ARMY SALES:**

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to “Treasurer of the United States”. Checks must be notated with the following information:

BPA HC1028-11-A-0100  
 SCP Fee Reimbursement

Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:  
 Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)  
 PEO Enterprise Information Systems  
 SFAE-PS-SCP (Attn: Margaret Kirsch)  
 Squier Hall, Bldg. 283  
 Fort Monmouth, NJ 07703

Email a copy of the check and letter to: [MONM-EISASCPVndrRpts@Conus.army.mil](mailto:MONM-EISASCPVndrRpts@Conus.army.mil)

**3.4 AIR FORCE SALES:**

The amount of ACT Fee due the Air Force shall be calculated at 1% of all Air Force sales.

The contractor shall remit ACT Fee by corporate or cashiers check made payable to “3801-LI”, and checks must be notated with the following:  
 BPA HC1028-11-A-0100  
 ESI-SW Fee Sharing

The Vendor shall where Air Force Sales are applicable use the Air Force Transmittal Letter Format provided below, which contains mailing addresses and instructions.



D:\Documents and Settings\Lauren.Onej

Point of Contact regarding any questions is :  
 HQ 754 ELSG/ESQ, 490 East Moore Drive, Bldg 892, MAFB-Gunter Annex, AL 36114-3014  
 Ricky Blackmon Phone: 334-416-2888 Email: [ricky.blackmon@gunter.af.mil](mailto:ricky.blackmon@gunter.af.mil)

**3.5 DLA SALES**

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

The contractor shall 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 fee checks.

Checks must include the following information to ensure proper crediting of the payment:  
 BPA HC1028-11-A-0100  
 DoD Carahsoft Technology Corporation Enterprise Software Agreement for CollabNet Products/Services  
 Quarterly ACT Fee

Send check to:  
 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 a copy of the check to:  
Email: [Susan.Lizzi@dla.mil](mailto:Susan.Lizzi@dla.mil)

ATT E

**Attachment E**

**COLLABNETBPA COMMON SECURITY CONFIGURATION CERTIFICATE**  
See the **Common Security Configuration Certification** applicable to the BPA below.



D:\Documents and  
Settings\Lauren.One