AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 11

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ./PURCH REQ.#	5. PROJECT NO. (IF APPLICABLE)
P00008	SEE BLOCK 16C		

6. ISSUED BY CODE N00104
NAVAL INVENTORY CONTROL POINT
5450 CARLISLE PIKE, P.O. BOX 2020
MECHANICSBURG, PA 17055-0788

7. ADMINISTERED BY CODE N00104
SAME AS BLOCK 6
S.C. JOHNSON
CODE: 0272.5
PHONE: 717-605-1548
EMAIL: SYLVIA.JOHNSON@NAVY.MIL

8. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)
SOFTWARE SPECTRUM, INC.
3480 LOTUS DRIVE
PLANO, TX 75075

POC: VANESSA KARMAN PHONE: 800-862-8758
EMAIL: VANESSA.KARMAN@SOFTWARESPECTRUM.COM
ORDERING OFFICES: SEE ORDERING OFFICE ADDRESS LISTED IN BLOCK 20 OF SF 1449

CODE 0EEB4 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10a. MODIFICATION OF CONTRACT/ORDER
N00104-02-A-ZE82
GS-35F-0326K

X 10B. DATED (SEE ITEM 13)
07/12/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACTS/ORDERS AS SPECIFIED ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, X is required to sign this document and return 1 copy.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)

1. THE PURPOSE OF THIS MODIFICATION IS TO ESTABLISH A NEW ORDERING PERIOD FOR THE BPA COMMENCING 06/27/2005 AND TO MAKE ADMINISTRATIVE CHANGES.

2. UPDATED BPA TERMS AND CONDITIONS WITH ASSOCIATED ATTACHMENTS ARE APPLICABLE TO THE ORDERING PERIOD COMMENCING 06/27/2005 AND ARE INCLUDED IN THIS MODIFICATION AS FOLLOWS:

DELETE ORIGINAL BPA:	REPLACE WITH ATTACHMENTS TO THIS MODIFICATION:
TERMS AND CONDITIONS	BPA TERMS AND CONDITIONS APPEARING ON PAGES 2 THROUGH 11
ATTACHMENT A	ATTACHMENT A PRODUCT AND PRICE LIST
ATTACHMENT B	ATTACHMENT B PROGRAM AGREEMENT
ATTACHMENT C	ATTACHMENT C MICROSOFT LICENSING AGREEMENT/PRODUCT USE RIGHTS
ATTACHMENT D	ATTACHMENT D REPORT OF SALES - STANDARD FORMAT
ATTACHMENT E	ATTACHMENT E NO CHANGE
	ATTACHMENT F FEES AND PAYMENTS

3. THE CONTRACTOR'S ADDRESS IS CHANGED TO READ AS SHOWN ABOVE IN BLOCK 8.

DISTRIBUTION:
(2) PURCHASE FOLDER
(1) CONTRACTOR
(1) linda.greenwade@navy.mil
(1) elizabeth.vonasek@navy.mil
(1) Susan.Kirkland@gunter.af.mil
(1) ITServicesBPA@gunter.af.mil
(1) Adelia.Wardle@us.army.mil
(1) Karen.Walzer@mail1.monmouth.army.mil
(1) Diane.Grim@us.army.mil
(1) Susan.Lizzi@dla.mil

Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
CINDY FUENTES DIRECTOR	R. L. KLINGER CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ (Signature of person authorized to sign)	06/24/2005	BY R L Klinger (Signature of Contracting Officer)	06/27/2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 11

2. AMENDMENT/MODIFICATION NO. P00006

3. EFFECTIVE DATE SEE BLOCK 16C

4. REQ./PURCH REQ.#

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY CODE N00104
NAVAL INVENTORY CONTROL POINT
5450 CARLISLE PIKE, P.O. BOX 2020
MECHANICSBURG, PA 17055-0788

7. ADMINISTERED BY CODE N00104
SAME AS BLOCK 6
S.C. JOHNSON
CODE: 0272.5
PHONE: 717-605-1548
EMAIL: SYLVIA.JOHNSON@NAVY.MIL

8. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)
SOFTWARE SPECTRUM, INC.
3480 LOTUS DRIVE
PLANO, TX 75075
POC: VANESSA KARMAN PHONE: 800-962-8758
EMAIL: VANESSA.KARMAN@SOFTWARESPECTRUM.COM
ORDERING OFFICES: SEE ORDERING OFFICE ADDRESS LISTED IN BLOCK 20 OF SF 1449
CODE 0EEB4 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER
N00104-02-A-ZE82
GS-35F-0326K

X 10B. DATED (SEE ITEM 13)
07/12/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, X is required to sign this document and return 1 copy.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)

1. THE PURPOSE OF THIS MODIFICATION IS TO ESTABLISH A NEW ORDERING PERIOD FOR THE BPA COMMENCING 06/27/2005 AND TO MAKE ADMINISTRATIVE CHANGES.

2. UPDATED BPA TERMS AND CONDITIONS WITH ASSOCIATED ATTACHMENTS ARE APPLICABLE TO THE ORDERING PERIOD COMMENCING 06/27/2005 AND ARE INCLUDED IN THIS MODIFICATION AS FOLLOWS:

DELETE ORIGINAL BPA:	REPLACE WITH ATTACHMENTS TO THIS MODIFICATION:
TERMS AND CONDITIONS	BPA TERMS AND CONDITIONS APPEARING ON PAGES 2 THROUGH 11
ATTACHMENT A	ATTACHMENT A PRODUCT AND PRICE LIST
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ATTACHMENT E	ATTACHMENT E NO CHANGE
	ATTACHMENT F FEES AND PAYMENTS

3. THE CONTRACTOR'S ADDRESS IS CHANGED TO READ AS SHOWN ABOVE IN BLOCK 8.

DISTRIBUTION:
(2) PURCHASE FOLDER
(1) CONTRACTOR

(1) linda.greenwade@navy.mil
(1) elizabeth.vonasek@navy.mil
(1) Susan.Kirkland@gunter.af.mil
(1) ITServicesBPA@gunter.af.mil
(1) Arielle.Wardle@us.army.mil
(1) Karen.Walzer@mail1.monmouth.army.mil
(1) Diana.Grim@us.army.mil
(1) Susan.Lizzi@dla.mil

Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
CINDY FUENTES
DIRECTOR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
R. L. KLINGER
CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR
Cindy Fuentes
(Signature of person authorized to sign)

15C. DATE SIGNED
6-24-05

16B. UNITED STATES OF AMERICA
BY R L Klinger
(Signature of Contracting Officer)

16C. DATE SIGNED
6/27/2005

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
(SPOC OVPT) (REV 10-84) (LOCAL)

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Software Spectrum, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-0326K.

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

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

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

Attachments to this agreement are:

Attachment A - Product and Price List
Attachment B - Software Spectrum Program Agreement
Attachment C - Microsoft License Agreement/Product Use Rights
Attachment D - Report of Sales – Standard Format
Attachment E - ITEC Direct – Standard Format
Attachment F - Fees and Payments

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0326K, Software Spectrum agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Naval Inventory Control Point (NAVICP). 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 Software Spectrum Program Agreement and the Microsoft License Agreement included as Attachments B and C respectively. 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. The provisions of FAR 52.212-4, as required by Federal law, shall prevail over any terms of the commercial license.

2. Extent of Obligation. The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.

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

4. BPA Term. The BPA expires upon completion of all enrollments made within the specified ordering period. BPA term is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule and the BPA will be reviewed annually. The open ordering period is 6/27/2005 through 3/31/2007. Ordering of Desktop Configurations (new enrollments) and Single Products expires on 3/31/2007. Enrollments that are made during this open ordering period will be renewed under this BPA in the second and subsequent years until full payment has been made and the term of the enrollment has expired.

5. Pricing Terms. Attachment A provides all applicable prices. Prices shall not escalate and are not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged and all Microsoft promotions shall be offered to the individual customers. The prices on the BPA 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% 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. The schedule of supplies, Attachment A includes desktop configurations and single products as summarized below. The specific terms relating the new and renewal desktop configurations are fully explained in the Program Agreement, Attachment B to the BPA.

5.1 Desktop Configurations (CLINs 1060 thru 1063). The desktop configurations included in Attachment A may be purchased under an Annual Payment Schedule or a Lump Sum Schedule. The initial purchase of a desktop configuration is a new enrollment. New desktop enrollments include license and three years of software assurance. Desktop renewal enrollments include software assurance only.

5.1.1 Annual Payment Schedule. This purchase plan provides for three annual payments for enrollments purchased within the ordering period specified in Paragraph 4 above. The second and third payments will be due on the anniversary date of the initial purchase. See Attachment A for the appropriate CLINs when ordering a second or third year under an existing enrollment.

5.1.2 Lump-Sum Payment Schedule. This schedule is for one lump sum, up-front payment for all three years. Software Assurance for all components of the desktop configuration is provided for three years. Discounts have been taken into consideration in the overall price of the BPA.

5.2 Single Products (CLINS 0001 thru S001). The products included in Attachment A may be purchased at the stated unit prices. Software Assurance coverage will continue for three years from the date of purchase, however, the full purchase price must be paid when the products are initially ordered.

6. Price Reduction (Most Favored Customer Prices). The prices under this BPA shall be at least as low as the prices that the contractor 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, this BPA will be modified to include the lower prices.

7. License. Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions of Microsoft License Agreement/Product Use Rights (PUR) dated April 2005 and the terms of GSA Schedule SIN 132-33. The PUR dated April 2005 that is in effect at time of BPA issuance or renewal is included as an attachment to the BPA for reference purposes. Future purchases may be subject to updated versions of the PUR as new products are introduced, however, such new versions may not provide for detrimental changes in use rights. Refer to the PUR for a full explanation of which use rights apply. Additional license grants applicable to the desktop configurations and any additional products that are enrolled with the desktop configurations are listed in the Program Agreement included as Attachment B to this BPA. Proof of license shall be provided to the end use customer. As a minimum, the Software Spectrum purchase invoice will constitute proof of license. Customers can also utilize the Software

Spectrum e-Commerce website, My Account Center, to print duplicate license proofs or request duplicate invoices via email. Software Spectrum can make printed license proofs available to customers via standard mail if requested.

8. Software Distribution.

8.1 Media. License prices do not include media that may be required for installation of the software. Pricing has been provided for media and documentation under individual CLINs, however, some products may be open market items and not available on GSA schedule. All such products are clearly identified "open market item". Orders under this BPA may include media and documentation when purchased in accordance with the following standard GSA terms. For administrative convenience, open market (non-contract) items may be added to a FSS BPA or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the *ordering activity* for the open market (non-contract) items.

Single orders of 250 licenses or more are entitled to one copy of the media at no charge. Additional media must be purchased if more than one copy is required.

8.2 Electronic Distribution. Software Spectrum also provides various electronic software distribution options as an alternative to hard copy media. These options are not currently included in the BPA unit prices but end users desiring this capability may contact Software Spectrum for more information.

9. Software Assurance (Maintenance). The term of Software Assurance is three years. Coverage shall commence upon purchase by the end user and continue for a three-year term. While Software Assurance grants users the right to upgrades and updates, customers must request such upgrades or updates by downloading web accessible information or purchasing the media. The contractor shall provide notice of update/upgrade availability on the contractor web site and notify the service program offices via email. Email notices shall be furnished to Linda.Greenwade@navy.mil, Adelia.Wardle@us.army.mil, Susan.Kirtland@Gunter.AF.mil and susan.lizzi@dla.mil.

9.1 Desktop Configuration Renewals (CLINs 1070 thru 1078). Customers are eligible to purchase renewal items under the following conditions:

a. All components of the desktop configuration are properly licensed and have existing Software Assurance coverage; or
b. All components of the desktop configuration are properly licensed and all payment obligations under an Enterprise Agreement enrollment have been met.

This eligibility applies regardless of the contract vehicle used to acquire the current licenses or upgrade protection. In the event that the current version of software, or the expiring Software Assurance coverage, was not purchased from another Enterprise Agreement, a Proof of Eligibility must be provided to the contractor. The Proof of Eligibility is a written notice from the Contracting Officer that states the customer (enrollee) is properly licensed for all of the components of the desktop configuration and is eligible to enroll under the applicable product configuration renewal item.

9.2 Single Products (CLINS 0001 thru S001). Software Assurance products may be purchased subject to the normal licensing requirements imposed by Microsoft. No additional certifications are required.

10. 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. Pricing shall include discounts from GSA schedule at the same or greater level as the original BPA product prices.

11. 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 6 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

12. SmartBUY Transition. OMB has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (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, Microsoft and/or 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, the DoD shall not be precluded from licensing products or purchasing services under a SmartBUY agreement.

B. AUTHORIZED USERS

1. Authorized Users. The BPA is open for ordering by all Department of Defense (DoD) Components, the Coast Guard, and the Intelligence Community. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. BPA Points of Contact:

2.1 Contracting Office:

Point of Contact:

Naval Inventory Control Point
Code 0272.5, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Sylvia Johnson
Phone: (717) 605-1548
Fax: (717) 605-4600
Email: sylvia.johnson@navy.mil

Procuring Contracting Officer (PCO):

Naval Inventory Control Point
Code 0272
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

PCO: Rod Klinger
Phone: (717) 605-3824
Fax: (717) 605-4600
Email: rodney.klinger@navy.mil

2.2 Program Management:

Software Product Manager (SPM):

DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code 2829
53560 Hull Street
San Diego, CA 92152-5001

SPM: Linda Greenwade
Phone: (619) 524-9616
Fax: (619) 524-9678
Email: linda.greenwade@navy.mil

or Alternate Point of Contact:

DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code 2829
53560 Hull Street
San Diego, CA 92152-5001

POC: Peggy Harpe
Phone: (619) 524-9701
Fax: (619) 524-9678
Email: peggy.harpe@navy.mil

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

C. ORDERING

1. Notice to Ordering Offices: This is a multiple award BPA established against GSA Schedule. It is the responsibility of the Ordering Officer to --

a. Comply with the ordering procedures of FAR 8.4 and DFARS 208.4;

b. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;

c. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in this BPA; and,

d. Ensure the vendor selected for order represents the best value and the lowest overall cost alternative.

2. **Enterprise Software Agreement (ESA) Regulation**: DFARS Section 208.74 directs software buyers and requiring officials to check the DoD ESI website (http://www.esi.mil) for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA is a DoD ESA and will be posted to the DoD ESI website as part of the ESI program.

3. Delivery Orders. The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, or by logging on to the contractor's purchasing page at www.softwarespectrum.com.

Special Ordering Instructions for Army Orders - The Army has established a Microsoft (MS) Enterprise Agreement. Army policy states that Army users must use this agreement for MS products unless they are in one of the exempt organizations, (joint organizations, education or MEDCOM). All Army orders issued against the DoD ESI Enterprise Agreement for MS products will be forwarded to the Army Small Computer Program (ASCP) Centralized Order Processing Office (COPO) for verification and validation. Orders may be faxed or emailed to ASCP COPO using the following address:

Email - SFAE-PS-EI-SCP-ELO@mail1.monmouth.army.mil
Fax - (732) 427-6793 or (732) 532-5185
Attn: COPO
Questions regarding orders call: 1-888-232-4405

ASCP COPO will forward the stamped MS orders to the DoD ESI vendors. The COPO will stamp the orders prior to sending to the vendors. Vendors may not accept any order that does not have the Army COPO validation stamp.

4. 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 is required within thirty (30) days of BPA issuance and made available on the Contractor's home page. 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 necessary to complete a DD350
g. Range of discounts
h. Links to DoD ESI and the Government web sites

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

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at http://www.esi.mil. This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

On-line ordering can also be accomplished at http://www.itec-direct.navy.mil. ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool. The following requirements apply to this BPA:

a. This BPA may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. If placed in ITEC Direct, the contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, in the standard format enabling expedient data loading and relevant to the acquisition vehicle.

b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.

c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.

d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.

e. The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) and ITEC Direct technical requirements, environment and architecture evolve. The VITM may be reached via the web site www.vitm.gov.

6. Delivery Schedule. The Contractor will be required to deliver all products within 7 days of receipt of order. More expedient delivery terms may be proposed on individual orders, and are encouraged. Deliveries will be made to the address specified on the delivery orders issued against the BPA.

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

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

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

D. INVOICING AND PAYMENT

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

a. Name and address of the Contractor
b. Invoice date
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

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

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

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

E. BPA MANAGEMENT AND OVERSIGHT

1. BPA Administration. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews. Additional program management functions would include customer service, invoicing, payment and submission of monthly and quarterly reports.

The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

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. The Report of Sales shall be submitted to the

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

The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at http://www.unspsc.org.

3. Records. The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

4. Program Management Reviews (PMR). The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager and may require travel to a Government named site. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

5. Marketing. The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in agency sponsored events and news media geared to Government/DoD IT people.

6. Virtual IT Marketplace. ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be reached via the web site at www.vitm.gov.

7. 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: http://www.eitoolkit.com/.

F. STANDARDS

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

2. JTA Compliance. All products offered shall comply with the appropriate Publicly Available Standards (PAS) (i.e., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at http://jta.disa.mil.

3. 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. Microsoft Section 508 compliancy information can be found at http://www.microsoft.com/enable/microsoft/section508.aspx

4. Additional Clauses. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.