AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 13

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ./PURCH REQ.#	5. PROJECT NO. (IF APPLICABLE)
P00006	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.
2140 MERRITT DRIVE
GARLAND, TX 75041-6184
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 06/27/2004.

2. UPDATED BPA TERMS AND CONDITIONS WITH ASSOCIATED ATTACHMENTS ARE APPLICABLE TO THE ORDERING PERIOD COMMENCING 06/27/2004 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 13
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	NO CHANGE

DISTRIBUTION:
(2) PURCHASE FOLDER
(1) CONTRACTOR
(1) linda.greenwade@navy.mil
(1) elizabeth.vonsaek@navy.mil
(1) robert.spredbury@gunter.af.mil
(1) robert.hamrick@gunter.af.mil
(1) Adelia.Wardle@us.army.mil
(1) Karen.Walzer@mail1.monmouth.army.mil
(1) Diane.Grim@us.army.mil
(1) LawsonD@ncr.disa.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 Operations Director	R. L. KLINGER CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
Cindy Fuentes (Signature of person authorized to sign)	6/28/2004	R. L. Klinger (Signature of Contracting Officer)	6/28/2004

BLANKET PURCHASE AGREEMENT
DOD ENTERPRISE SOFTWARE AGREEMENT (ESA)

In the spirit of the National Performance Review, 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:

a. Attachment A – Product and Price List
b. Attachment B – Software Spectrum Program Agreement
c. Attachment C – Microsoft License Agreement/Product Use Rights
d. Attachment D - Report of Sales – Standard Format
e. Attachment E - ITEC Direct – Standard Format

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.

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 year. 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 6/27/2004 through 6/26/2005. Ordering of Desktop Configurations (new enrollments) and Single Products expires on 6/26/2005. 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 1040 thru 1043). 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.

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 2004 and the terms of GSA Schedule SIN 132-33. The PUR dated April 2004 that is in effect at time of BPA issuance 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 , and robert.spredbury@gunter.af.mil.

9.1 Desktop Configuration Renewals (CLINs 1050 thru 1058). 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.

B. AUTHORIZED USERS

1. Administration. This BPA is administered by the following organization:

Naval Inventory Control Point
5450 Carlisle Pike
Mechanicsburg, PA 17055

2. 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.

3. BPA Points of Contact:

3.1 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

3.2 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) 524-9644
Fax: (619) 524-9678
Email: peggy.harpe@navy.mil

3.3 Financial Management Office (FMO):

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Building V-53
P.O. Box 1376
Norfolk, VA 23501-1376

If overnight or express mail is used, the correct address is:

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Building V-53
9456 Fourth Avenue
Norfolk, VA 23511-2130

FMO: Elizabeth Vonasek
Phone: (757) 445-1493
Fax: (757) 445-2103
Email: elizabeth.vonasek@navy.mil

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

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

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

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

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

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

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.don-imit.navy.mil/esi. 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:

1. Name of Contractor
2. GSA Contract Number
3. BPA Number
4. Product Description/Model numbers
5. Delivery order number
6. Date of purchase
7. 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)
8. 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.

4. Fees and Payments.

4.1 GSA Industrial Funding Fee. The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

4.2 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%. Remittance of the ACT fee shall be made 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) and is due thirty (30) days following approval of the report for the completed ordering period. 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 FAR 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4.3 Fee Distribution. The Army, Air Force, 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, DISA, Navy or DoD as appropriate. Do not issue fee checks until written approval is received for the Report of Sales.

4.3.1 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 Army, Air Force or DISA order placed against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the component's acquisition organization that placed the order (see each component's sales information herein). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. 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 Financial Management Office (FMO) shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DISA sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's 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 #N00104-02-A-ZE82
DoD Microsoft Enterprise Software Agreement
ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

If using regular mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg V53
P.O. Box 1376
Norfolk, VA 23501-1376

Email a copy of the FMO check to the SPM: linda.greenwade@navy.mil

4.3.2 ARMY SALES

The amount of ACT Fee due the Program Executive Office (PEO), Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

Remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA #N00104-02-A-ZE82
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter to ensure proper crediting of the payment.

Send check and transmittal letter to:
Program Executive Office (PEO) Enterprise Information Systems (EIS)
Assistant Project Manager (APM), Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to: AMSEL-dsa-scp-CR@mail1.monmouth.army

4.3.3 AIR FORCE SALES

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

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA #N00104-02-A-ZE82
ESI-SW Fee Sharing

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

Send check and transmittal letter to:
DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

Fax a copy of the check and letter to:
HQ SSG/AQPP
Financial Management
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014
FAX: 334-416-5796

4.3.4 DISA SALES

The amount of ACT Fee due DFAS Indianapolis shall be calculated at 1% of all DISA sales.

Remit ACT Fee to DFAS Indianapolis by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA #N00104-02-A-ZE82
ESI-SW Fee Sharing

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

Send check and transmittal letter to:
DFAS/ADOFA/COIN
8899 E. 56th Street
Indianapolis, IN 46249-1500

Mail a copy of the check and transmittal letter to:
Defense Information Systems Agency
Attn: Dawn Lawson, Code COGB
5600 Columbia Pike, Suite 900
Falls Church, VA 22041-2717

Or send via fax or email to:
FAX: 703-681-2782
Email: lawsond@ncr.disa.mil

E. BPA MANAGEMENT AND OVERSIGHT

1. 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. 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.

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. 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.

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.htm