

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 11

2. CONTRACT NO.  
N00104-12-A-ZF42

3. AWARD.EFFECTIVE DATE  
06/15/2012

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSU  
DATE

7. FOR SOLICITATION  
INFORMATION CALL:

a. NAME

Dennis Fellin

b. TELEPHONE NUMBER (No collect calls)

717-605-5659

8. OFFER DUE DATE/  
LOCAL TIME

9. ISSUED BY

CODE

N00104

DEPARTMENT OF THE NAVY  
NAVAL INVENTORY CONTROL POINT  
5450 CARLISLE PIKE  
MECHANICSBURG, PA 17055-0788

POC: DENNIS FELLIN  
PHONE: (717) 605-5659  
EMAIL: DENNIS.FELLIN@NAVY.MIL

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE: %FOR

SMALL BUSINESS

SMALL DISADV. BUSINESS

8(A)

SIC:  
SIZE STANDARD:

11. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED

SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UND  
DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

SPECIFIED ON EACH ORDER

16. ADMINISTERED BY

CODE

N00104

BASIC AGREEMENT - SAME AS BLOCK 9

ORDERS - AS CITED ON EACH INDIVIDUAL ORDER

17a. CONTRACTOR/OFFEROR

CODE

3MUS9

FACILITY

EN Pointe Gov, Inc.  
18701 S. S. FIGUEROA STREET  
GARDENA, CA 90248-4506

18a. PAYMENT WILL BE MADE BY

CODE

SPECIFIED ON EACH ORDER

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  
OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK  
BELOW IS CHECKED.  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHMENT A - PRICING GSA SCHEDULE GS-35F-0372N APPLIES  REMIT TO: EN POINTE GOV INC. P.O. BOX 513207 LOS ANGELES, CA 90051-5607				

25. ACCOUNTING AND APPROPRIATION DATA

N/A - SPECIFIED ON EACH ORDER

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO  
 ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET  
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS  
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_ OFFER  
 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  
/s/

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
/s/

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATED SIGNED

Account Executive | Federal Sales

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
W. M. Huber  
CONTRACTING OFFICER

31c. DATE SIGNED  
06/19/2012

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE  
CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

PARTIAL  FINAL

36. PAYMENT  
 COMPLETE  PARTIAL  FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

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

In the spirit of the National Performance Review, the Department of Defense (DoD) and EN Pointe Gov 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-0372N.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduces 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 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 DoD Chief Information Officer (CIO) Guidance and Policy Memorandum No. 12-8430-July 26, 2000 – Acquiring Commercially Available Software.

Attachments to this agreement are:

- a. Attachment A – Product and Price List
- b. Attachment B – EN Pointe Gov Inc Program Agreement
- c. Attachment C – Microsoft Authorization Letter
- d. Attachment D – Ordering Guide

**A. TERMS AND CONDITIONS**

**1.** Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0372N, EN Pointe Gov Inc agrees to the following terms of a Blanket Purchase Agreement (BPA) with NAVSUP Weapon Systems Support. 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 EN Pointe Gov Inc Program Agreement and the Microsoft License Agreement included as Attachments B and C respectively.

**2. Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$50M. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

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

**4. BPA Term.** The BPA expires four years after establishment. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a “best value”. Products may only be purchased in the first year of the agreement. Enrollments that are made in the first year will continue 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 is 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.

**5.1 Desktop Configurations (CLINs 1001 thru 1011).** The desktop configurations included in Attachment A to the RFQ 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 renewals include software assurance only. A minimum quantity of 250 per order is required when purchasing any items under CLINs 1001 thru 1011. Customers requiring less than the minimum order quantity shall contact the Software Product Manager (SPM) for assistance. Requirements for less than 250 desktops will be aggregated into one order. Upon receipt of a proper requirement and funding document, a letter of authorization will be provided to the customer to permit immediate use of the required software. Upgrade protection (Software Assurance) will commence with issuance of the deployment authorization letter and continue for the full term based on the actual date of the order. The full term of three years commences on the date of the order. Identification of the applicable SPM and specific ordering procedures for requirements below quantity 250 can be found at <http://www.don-imit.navy.mil/esi/>.

**5.1.1 Annual Payment Schedule.** This purchase plan provides for three annual payments for new enrollments purchased within one year of BPA issuance. 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. Upgrade Advantage and Software Assurance coverage will continue for two years and three years respectively from the date of purchase, however, the full purchase price must be paid when the products are initially ordered. There is no minimum purchase quantity.

**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 dated 04/01/2002 and the terms of GSA Schedule SIN 132-33. Additional terms and license grants applicable to this agreement are listed in the EN Pointe Gov Inc Program Agreement, Attachment C. Proof of license shall be provided to the end use customer. The EN Pointe Gov Inc invoice to the customer specified in the each order serves as the proof of license.

**8. 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.

**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.

**9.1 Desktop Configuration Renewals (CLINs 1004 thru 1011).** Customers are eligible to purchase renewal items under the following conditions:

- All components of the existing desktop configuration are properly licensed and are at the current version of the software. This eligibility expires on 06/15/2013; or,
- All components of the desktop configuration are properly licensed and have existing Upgrade Advantage or Software Assurance coverage; or
- 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 Upgrade Advantage/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).** Upgrade Advantage or 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.

**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 will be administered by the following organization:

NAVSUP Weapon Systems Support  
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:

NAVSUP Weapon System Support  
Code 0272,, Building 407  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

POC: Dennis Fellin  
Phone: (717) 605-5659

Email: Dennis.Fellin@navy.mil

Procuring Contracting Officer (PCO):

NAVSUP Weapon System Support  
Code 0272  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

PCO: William Huber  
Phone: (717) 605-3210

Email: William.Huber@navy.mil

**3.2 Program Management:**

Refer to Ordering Guide for direct personnel contacts

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

**C. ORDERING**

1. 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.

**2. 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 GTSI purchasing page at [www.gtsi.com](http://www.gtsi.com).

**3. Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide 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

**4. E-Commerce Site.** DoD Chief Information Officer (CIO) Guidance and Policy Memorandum No. 12-8430-July 26, 2000 – Acquiring Commercially Available Software, 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 DoD ESI Policy:

- 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 DoD ESI Policy, Section 6.2.3.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.don-imit.navy.mil/esi>.

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. The standard format is provided in Attachment E.
- 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 (VITMI) and ITEC Direct technical requirements, environment and architecture evolve.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

**5. 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.

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

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

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

## **D. INVOICING AND PAYMENT**

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

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

**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.

**2.1** The ACT fee is 2% and is included for all software products, the initial maintenance coverage period, software maintenance as a service, system maintenance services and other related services and/or training.

For purposes of this document, the term "software" means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

Software maintenance as a service creates, designs, implements, and/or integrates customized or configured changes to software that solve one or more problems and is not included with the price of the

software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are deliverable-based and charged in arrears.

System maintenance services include system maintenance services for software maintenance associated with proprietary hardware systems. It can also include software support associated with middleware, proprietary application programming interface (API) specific to one or more devices within a particular manufacturer's product range or similar types of software maintenance as deemed appropriate by the ESI Team.

The ACT fees shall be remitted and distributed in accordance with sections 3 and 4 of this document.

**2.2** There is no ACT Fee charged for the renewal of software maintenance as a product.

For the purposes of this document, the term "renewal" means the continuation of software maintenance in the subsequent coverage periods following the initial maintenance period.

Software maintenance as a product may be referred to by other terms, such as "software assurance," or "software support." The term "software maintenance" includes any service provided in support of Commercial Off the Shelf (COTS) software for a defined period of time by a software publisher or reseller to provide software patches, bug fixes, new releases, product upgrades, etc., and any related support services to ensure the proper functioning of a software product.

For some vendors, "software maintenance" might also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone and email support (includes tiers 1,2,& 3 support) and/or web-based general technical support for user's self diagnostics. Software maintenance for the purposes of this document does **NOT** include the creation, design, implementation, configuration, integration, etc. of a software package. These examples are considered software maintenance as a service.

**3. Remittance of Fees.** 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.

**4. 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.

**4.1 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. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). 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 Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

The contractor shall remit ACT Fee to the address provided below 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 (*fill in applicable #*)

DoD (*fill in name of agreement*) Enterprise Software Agreement

ACT Fee

For US Postal Service mail or USPS Express Mail, send check to:

SPAWAR Systems Center Pacific

Attn: Susan Ellison

Code 55390, Bldg 91

53560 Hull Street

San Diego, CA 92152-5001

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

SPAWAR Systems Center Pacific

Shipping and Receiving

Receiving Officer (OT 7)

Attn: Susan Ellison

Code 55390, Bldg 91

4297 Pacific Hwy.

San Diego, CA 92110

Email a copy of the ACT Fee remittance check to the SPM (FILL-IN APPLICABLE EMAIL).

#### **4.2 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 cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*fill in applicable #*)

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: Miguel Campos)  
9350 Hall Road, Bldg 1445  
Fort Belvoir, VA 22060

Email a copy of the check and letter electronically to:

[peoeis.pdchess.vndrrpts@us.army.mil](mailto:peoeis.pdchess.vndrrpts@us.army.mil)  
[miguel.campos2@us.army.mil](mailto:miguel.campos2@us.army.mil)

#### **4.3 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 to the address provided below by corporate or cashier's check made payable to "3801-LI". Checks must be notated with the following information:  
BPA (*fill in applicable #*)  
ESI-SW Fee Sharing

\*\*\*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:

Defense Finance and Accounting Service  
Disbursing Operations Directorate  
FOR: 3801-Limestone Field Site  
8899 E 56th Street  
Indianapolis, IN 46249-9339

Email a copy of the check and transmittal letter to: [AFPEO.EIS.HIJI.Financials@gunter.af.mil](mailto:AFPEO.EIS.HIJI.Financials@gunter.af.mil)

Attach electronically (in Excel format) the Report of Sales (per BPA requirements).

Subject Line Format of e-mail MUST be as follows:

Contract Number with hyphens, Sales Reports Month Year, Contract Name, and Contractor Name  
[Example: FA0000-00-A-0000, Sales Report June 2010, ESI SW, Vendor, Inc.]

#### **4.4 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 cashier's 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 (*fill in applicable #*)  
DoD (*fill in name of agreement*) Enterprise Software Agreement  
Quarterly ACT Fee

Send check to:  
Defense Logistics Agency  
DLA Finance, J873  
Attn: Laura DeChants  
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)

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

#### 4.5 DISA SALES

The amount of ACT Fee due DISA shall be calculated at 1% of all DISA 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 (*fill in applicable #*)  
DoD (*fill in name of agreement*) Enterprise Software Agreement  
Quarterly ACT Fee

\*\*\*\*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:  
DFAS-CO  
Finance and Accounting Office  
Attn: Disbursement Office (Tom Triplett)  
3990 East Broad St., Bldg. 21  
Columbus, Ohio 43213

Direct questions to Jonnice Medley, 301-225-8081

Email a copy of the check and transmittal letter to: [jonnice.medley@disa.mil](mailto:jonnice.medley@disa.mil).

*For SmartBUY agreements add the below:*

#### 4.6 GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales.

The contractor shall remit ACT Fee by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*Enter BPA number*)  
ESI-SW Fee Sharing

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

Send check and transmittal letter to:

GSA  
P. O. Box 880908  
Dallas, TX 75388-0908

Mail a copy of the check and transmittal letter to:

GSA  
Attn: Pebble Randolph  
SmartBUY Program Management Office  
10304 Eaton Place  
Fairfax, VA 22310

#### **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. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the SPM. The monthly report is due, in electronic format, within fifteen (15) days of the monthly reporting period. In addition to the regular monthly submissions, a Quarterly Report of Sales shall also accompany the ACT Fee payment. The Quarterly Report of Sales shall be submitted to the FMO, SPM, PCO and fee-sharing services points of contact in electronic format within fifteen (15) days following the completion of the monthly reporting period. The Reports of Sales shall contain, but are not limited to, the following data: a list of orders by Ordering Activity; CLIN's ordered; CLIN prices; value of orders; status of orders; and cumulative sales data for the month, quarter, year, and BPA to date. If the BPA contains services current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report. The report shall be submitted in the standard format provided in Attachment D.

**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.

## **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). At a minimum, all deliverables must be Level 5 Defense Information Infrastructure Common Operating Environment (DII COE) compliant as defined in the Integration and Runtime Specification (I&RTS), Appendix B: Compliance Checklists. More information on DoD standards can be found at <http://www.itsi.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. The Contractor's Section 508 compliancy information can be found at [www.gtsi.com/subsite/IT\\_Zones/Sect508](http://www.gtsi.com/subsite/IT_Zones/Sect508).