THIS IS A CONFORMED COPY OF THE ORIGINAL BPA THAT INCLUDES ALL CHANGES TO DATE UP TO AND INCLUDING MODIFICATION P00004.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30*			1. REQUISITION NUMBER	PAGE 1 OF 12
2. CONTRACT NO. **N00104-08-A-ZF42**	3. AWARD/EFFECTIVE DATE **SEE BLOCK 31C**	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE **N00104**

DEPARTMENT OF THE NAVY
NAVSUP WEAPON SYSTEMS SUPPORT
5450 CARLISLE PIKE
P. O. BOX 2020
MECHANICSBURG, PA 17055-0788

POC: **TINA GRUJIC**
PHONE: **717-605-3237**
EMAIL: **TINA.GRUJIC@NAVY.MIL**

10. THIS ACQUISITION IS

☐ UNRESTRCTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTACT IS A RATED ORDER UNDER 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

BASIC AGREEMENT – SAME AS BLOCK 9

ORDERS – AS CITED ON EACH INDIVIDUAL ORDER

17a. CONTRACTOR/ OFFEROR CODE **37NY3** FACILITY

ADVANTAGED SOLUTIONS, INC.
1300 PENNSYLVANIA AVENUE, NW
SUITE 700
WASHINGTON, DC 20004

POC: **ERIC FERNANDEZ**
PHONE: **202-204-3083**
EMAIL: **EFERNANDEZ@ADVANTAGEDSOLUTIONS.COM**

18a. PAYMENT WILL BE MADE BY CODE

SPECIFIED ON EACH ORDER

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

18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLCOK 18a UNLESS BLOCK CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA SCHEDULE GS-35F-0926R APPLIES				

25. ACCOUNTING AND APPROPRIATION DATA

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 ☐ 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), INCLUDES 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)

R L Klinger

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
ERIC FERNANDEZ / EVP	**09/12/2008**	**R. L. KLINGER CONTRACTING OFFICER**	**09/15/2008**

Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Advantaged Solutions, Inc. enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract GS-35F-0926R.

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

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

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

Attachments to this agreement are:

Attachment A – Fees and Payments
Attachment B – Report of Sales

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS Contract Number GS-35F-0926R (the “Contract”), Advantaged Solutions agrees to the following terms of a BPA with the NAVSUP WEAPON SYSTEMS SUPPORT(NAVSUP WSS) to provide software licenses, software maintenance support and information technology professional services for SAP products to the Department of Defense (“DoD”) through orders placed against this BPA. All orders placed against this BPA are subject to the terms and conditions of the Contract and the special BPA terms defined herein. 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.

2. Extent of Obligation. The Government estimates, but does not guarantee, that the volume of purchases through this BPA will be $11M. 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 five (5) years after award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually by DoD to ensure that it still represents a “best value”.

5. Pricing Terms. Standard unit prices and rates under this BPA are based on the Contract pricing currently in effect at the time a Delivery Order is placed and are subject to the discounts specified herein. In addition to the stated discounts, additional price reductions or special terms may be negotiated for specific orders as warranted by large volume purchases or other special circumstances.

5.1 ACT Fee. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee, which has been considered in the negotiation and determination of BPA discounts, shall be calculated from the net BPA sales under all BPA orders issued to Contractor hereunder.

The ACT fee shall not apply to non-Contract or non-BPA items or services, or to travel expenses. The ACT fee shall not apply to the renewal of Software Maintenance as a Product

The Contractor shall be responsible for the payment of all Contract or BPA fees that are applicable to Contract and/or BPA pricing (i.e., the GSA Industrial Funding Fee ("IFF") and this BPA's ACT Fee), based on the dollar value of Delivery Orders placed against this BPA.

Payment of the ACT Fee shall be made in accord with BPA Attachment A.

The product descriptions and the Contract prices that form the basis for the BPA discounts may be viewed at: http://www.advantagedsolutions.com/AdvantagedSolutionsGSASchedule808.pdf

6. Discount Terms and Conditions.

6.1 Software Products

6.1.1 SAP Software Licenses. Software license purchases are subject to the terms and conditions of the Contract Special Item Number (SIN 132-33). Software orders placed against this BPA shall be discounted in accordance with the discount schedule below. The discounts are applicable to the total Software List Price of software licenses purchased under a single Delivery Order. The Software List Price is defined as the published price, before discounting, as published in the Contract at the time the order is placed.

The Total BPA Discounts in the table below include the current GSA Contract discounts, and are valid as long as the current GSA Contract discounts remain in effect. The discounts shall be subject to revision should the GSA Contract be modified to amend GSA Contract discounts. The BPA discounts shall remain in effect for the term of the BPA; however, the Total BPA Discount may fluctuate based on changes to the underlying GSA Contract Discount.

DISCOUNT SCHEDULE FOR STANDARD SOFTWARE LICENSES			
Total Software List Price (per Transaction)	GSA Contract Discount	BPA Discount	Total Discount
$400 to $649,999	20.25%	13%	33.25%
$650,000 to $999,999	30.25%	15%	45.25%
$1,000,000+	Negotiable		

The Contractor may from time to time add Software products to the Contract that are designated as non-discountable, that are not subject to the Contract discounts, or to the BPA discounts described above. Such excluded products shall be offered at the standard GSA Contract prices

only. All such excluded products must be designated in the Contract as non-discountable in order to be exempt from the application of Contract or BPA discounts.

Conversions or upgrades purchased under this BPA (e.g., a customer conversion from an SAP R/3 system to a current SAP system) will be treated as new orders eligible for BPA discounting. Orders for conversions/upgrades are subject to the Contract conversion pricing and credit policies currently in effect at the time an order is placed.

6.1.2 DoD User License Type and Discount. The "DoD User License" is a SAP Business Suite user type available only to the Department of the Army. The "DoD User License" means a Named User who has the rights of a Professional User as defined in the Contract plus the license transfer rights as set forth in Section A.8.4.2. The DoD User License is priced at a discount of 12.29% off the GSA List Price license fee for the Professional User before applying the BPA discount hereunder. The DoD User License does not include the rights of a Developer User. Please note, however, that certain SAP Software products require licensing of the Developer User in addition to the DoD User License (refer to the Contract for specific requirements). Customers electing to license the DoD User type are not required to distinguish between the Professional, Limited Professional and Employee User types for purposes of license compliance. BPA customers may not mix license types, however, and must elect to license either SAP standard Users, or DoD Users.

Converting Standard SAP Business Suite Users to DoD Users. BPA customers with standard SAP Business Suite User licenses may convert existing licensed Users to DoD Users in accordance with the following formulae. Only SAP Business Suite licenses are eligible for this conversion. Customers electing to convert must convert 100% of licensed standard SAP Business Suite Users to DoD Users. DoD Users may not be converted to standard SAP Business Suite Users.

Standard SAP User Category	Conversion Formula	DoD User Equivalent
Developer User	Converts as 1 for 1	Developer User
Professional User	Converts as 1 for 1	DoD User
Limited Professional User	2.53 Limited Professional Users = 1 DoD User	DoD User
Employee User	9.5 Employee Users = 1 DoD User	DoD User

6.2 Software Maintenance

Software maintenance purchases are subject to the terms and conditions of Contract SIN 132-34. Maintenance prices are computed by using the Contract maintenance percentage factor in effect at the time an order is placed against this BPA. The current Contract maintenance factor is 22%. Annual maintenance fees for software orders placed under this BPA will be computed by applying the Contract maintenance percentage factor applicable to the maintenance service type ordered by the customer to a base of the net license fee after GSA Contract discount and the additional BPA discounts are applied as illustrated in the table below. If maintenance is purchased separately (after purchase of license), the Contract maintenance percentage factor will be applied to the net license fees from the original purchase. If maintenance service has not been continuous and has been permitted to lapse, applicable accrued maintenance fees and/or reinstatement fees may be assessed. Maintenance base computations for conversion/ upgrade orders are based on the net Software license fee totals before any credit for prior purchase is applied.

Aggregate Total Order Amount	Software Maintenance - BPA Discount Schedule	
	Standard GSA Maintenance Base	BPA Maintenance Base
All Orders	Net License Fee after GSA Discount	Net License Fee after GSA and BPA Discount

6.3 Professional Services

Professional services are subject to the terms and conditions of Contract SIN 132-51. BPA orders for professional services are offered at the standard Contract rates and discounts in effect at the time an order is placed.

6.4 Training

SAP training services are not available under this BPA or on the Advantaged Solutions Contract.

7. Price Commitments

7.1 Price Reduction (Most Favored Customer Prices). The prices under this BPA shall be at least equal to or lower than the prices that Advantaged Solutions offers under any other GSA Contract or BPA vehicle under like terms and conditions. If at any time during the term of this BPA the prices under any other GSA Contract or BPA ordering vehicle held by Advantaged Solutions become lower than the prices under this BPA, this BPA will be modified to include the lower prices.

7.2 SmartBUY Transition. OMB has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The GSA is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this BPA, SAP and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither SAP nor its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

8. License Agreement. Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions and terms of the Contract and this BPA. Ordering offices should note that some SAP Software products may have licensing charges based on capacity or other named license metrics listed in the Contract. All terms of the Contract must be reviewed in detail to ensure understanding of the license/pricing terms relating to capacity or named metric charges as may be applicable to the license(s) being acquired.

8.1 Functionality Replacement. For so long as Licensee is receiving Software Maintenance Services from SAP at SAP's terms then in effect and provided Licensee has not exceeded the Use restrictions set forth in the applicable software license agreement or software license order, if SAP reduces or replaces the functionality contained in an R/3 Function Block or SAP Solution licensed by Licensee as identified in the applicable software license order, in a future Release or Version of the Software and provides the removed functionality as a separate product, Licensee shall be entitled to license such functionality at no additional fee, excluding third-party software or additional Software fees, if any.

8.2 Survival. This Agreement shall survive unto Advantaged Solutions, its Successor, and assigns. The software licenses and associated terms and conditions granted under this BPA shall survive this agreement notwithstanding the acquisition or merger of Advantaged Solutions by or with another entity.

8.3 Audits. Subject to applicable security regulations, the Contractor, at its own expense and with prior written notice, may audit and inspect the Government's utilization of the Software to verify compliance with the terms of the Contract. Any such audit shall be conducted during Licensee's normal hours of operation, shall not unreasonably interfere with Licensee's operations and shall be subject to appropriate provisions protecting confidentiality. To the extent that an audit discloses use of the software in excess of licensed users or other applicable license metrics, Licensee shall promptly order sufficient licenses to bring all licenses into compliance with applicable license limits or immediately terminate all usage in excess of that for which license rights have been previously purchased.

8.4 Transfer of Software Licenses.

8.4.1 Standard SAP User Licenses. For customers with standard SAP User licenses, provided these licenses are fully paid and maintenance coverage is current (whether paid by either the losing or gaining organization), SAP permits the transfer, at no additional license fee, of Software licenses ordered under this BPA among agencies within DoD, or permits the outsourcing of Software purchased under this BPA to contractors supporting DoD for the sole purpose of supporting the internal business requirements of the applicable Government agency, subject to the execution of appropriate documents as between SAP and the transferee. Such transfer of Software licenses will be permitted for a period of up to seven (7) years from the date of original license under the following circumstances: (i) the transfer of an entire work function between DoD agencies; (ii) the outsourcing of an entire work function to a Government prime contractor; and (iii) the transfer within the DoD service branch where the original license was purchased in downsizing situations. None of the transfer rights contemplated under this Section include rights to resell licensed Users or licensed Software. SAP will negotiate all other transfer requests in good faith.

8.4.2 DoD User Licenses. For customers with DoD User licenses, provided these licenses are fully paid and maintenance payments are current, SAP permits the transfer, at no additional license fee, of Software licenses ordered under this BPA among agencies within DoD, or permits the outsourcing of Software purchased under this BPA to contractors supporting DoD, subject to the execution of appropriate documents as between SAP and the transferee. Each Licensee organization is limited to two outgoing transfers per year unless otherwise agreed to by SAP, whose consent will not be unreasonably withheld. In the case of new business requirements (new, not previously existing requirements in a specific DoD organization), incoming transfer licenses made under this Section may not exceed 50% of the total number of Users in the transaction (unused DoD User licenses in one DoD organization may be transferred to another DoD organization provided that no more than 50% of the requirement in the transferee organization may be satisfied using transferred DoD User licenses). A new business requirement is defined as a DoD requirement that is being satisfied through a solicitation issued under Full and Open Competition procedures.

8.5 Business Partner. A Business Partner, also referred to as Business Third Party within the Contract definition, means an entity that requires access to the Software in connection with the

operation of the Government's business such as customers, distributors contractors, subcontractors and agents of same. Business Partners may have access to the Software for the sole purpose of supporting the Government's operations provided that 1) all Business Partner employees authorized to access the Software shall be licensed as Users in accordance with the terms of the Contract prior to any Use of the Software, and 2) the Government shall be responsible for the Business Partner's compliance with the terms of the Contract. Business Partner usage extends to Outsourcing Arrangements where a service provider is providing hosting, facility, systems or disaster recovery services to Licensee in connection with the business of the Ordering Agency for which the Software is licensed. Under no circumstances may such Business Partner Use the Software to operate or provide processing services to any other party, or in connection with such Business Partner's own business operations. In addition, in the event that additional Software, migration tools, or third party software is needed to effectuate the transition of licensed Software to an Outsourcing Arrangement managed by a Business Partner, the Ordering Agency shall be responsible for all such additional Software, migration tools, or third party software needed to effect such transition.

9. Software Distribution. Delivery of Software licensed through this BPA shall be made pursuant to the terms of the Contract. SAP and the Ordering Agency shall mutually agree on the applicable delivery method at the time of the applicable delivery order – i.e., whether via physical delivery to the delivery location specified in the applicable delivery order, or whether via electronic download of the licensed Software by the Ordering Agency – and such agreed upon delivery method shall be specified in the applicable delivery order.

10. Technology Refreshment. During the term of the BPA, the Contract products may change due to discontinuation, improvement and/ or replacement. All new or replacement Contract products shall be subject to the BPA discounts specified herein unless designated in the Contract as non-discountable in accordance with Paragraph 6.1.1 above.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized Users:

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

b. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. For any Delivery Order placed by one agency on behalf of another agency end user customer under a cross-servicing arrangement, the Delivery Order must clearly state the name of the end user customer agency that is acquiring the Software license and/or related Services.

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

2. BPA Points of Contact:

a. Contracting Office:

Point of Contact:
NAVSUP Weapon Systems Support
Code 0272.26, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Tina Grujic
Phone: (717) 605-3237
Fax: (717) 605-1951
Email: tina.grujic@navy.mil

or Alternate Point of Contact:
NAVSUP Weapon Systems Support
Code 0272
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

PCO: William Huber
Phone: (717) 605-3210
Fax: (717) 605-1951
Email: william.huber@navy.mil

b. Service Product Manager (SPM):

Service Product Manager (SPM):
DoN IT Umbrella Program Management Office
SPAWAR Systems Center Pacific
Code 55190
53560 Hull Street
San Diego, CA 92152-5001

SPM: Nina Diep
Phone: (619) 553-1023
Fax: (619) 524-9678
Email: nina.diep@navy.mil

or Alternate Point of Contact:
DoN IT Umbrella Program Management Office
SPAWAR Systems Center Pacific
Code 55190
53560 Hull Street
San Diego, CA 92152-5001

POC: Thao Vu
Phone: (619) 553-1065
Fax: (619) 524-9678
Email: thao.vu@navy.mil

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

C. ORDERING

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

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

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

2. Delivery Orders. The scope of this effort is worldwide, but the geographic scope of the Contract is limited to the United States and Puerto Rico. Delivery requirements and administration will be stipulated on Delivery Orders. Any delivery order placed for software licenses intended for installation and Use in overseas locations must either specify electronic delivery for the licensed Software or require physical delivery to a U.S. port of embarkation. 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 Contract) in accordance with the terms and conditions of this BPA and the GSA Contract. Orders may be placed by credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

Notice to Ordering Offices: This is a multiple award BPA established non-competitively against a GSA Schedule. Refer to the ESI website at http://www.esi.mil for the listing of the multiple award vendors. It is the responsibility of the Ordering Officer to --

a. Comply with the ordering procedures of FAR 8.4 and DFARS 208.4;
b. Obtain competition and/or execute brand name or limited source justifications as applicable;
c. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
d. 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. Note that all terms incorporated into any order that are not Contract or BPA terms shall be subject to the Contractor's acceptance; and,
e. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative.

3. Users' Ordering Guide. The Contractor shall develop a Users' Ordering Guide in coordination with the Government that may be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA establishment. 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 associated prices and discounts, can be found;
b. Government and Contractor Points of Contact;
c. Information such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system; and
d. Links to DoD ESI and GSA web sites, and other relevant information

4. 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 endeavor to support these objectives, consistent with its own business processes.

5. Delivery Schedule. Delivery of products and services ordered under this BPA shall be in accordance with the terms of the Contract. Deliveries will be made to the address specified on the Delivery Orders issued against the BPA, as applicable.

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

D. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of 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 could include customer service, educating the Contractor sales force about this BPA, and submission of monthly and quarterly reports as described in this Section.

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 the completion of the quarterly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment B. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the Contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing.

3. United Nations Standard Products and Services Code. The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment B. 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 UNSPSC applicable to all of the software offered under or licensed under this BPA shall be 43230000. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at http://www.unspsc.org.

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

5. Program Management Reviews (PMR). The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, sales leakage, and any relevant issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses shall be the responsibility of the Contractor.

6. Sales Leakage. 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 make all of its DOD sales personnel aware of the ESI Program and support DOD's policy that this BPA is the preferred procurement vehicle for the products offered within. The Contractor shall also establish a process to regularly review sales to DOD buyers, determine where sales outside the ESI

vehicle are occurring, and take action to promote further sales through the ESI vehicle, as appropriate. Results of these reviews will be presented as an agenda item during PMRs.

7. Marketing. The parties shall make reasonable efforts to promote the awareness and use of this BPA within the DoD community.

8. Enterprise Integration Toolkit. The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor-specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor shall make efforts to be familiar with the Toolkit and include it as part of the Marketing effort required above. A description of the Toolkit and a link to the Enterprise Toolkit web site can be located at:
https://acc.dau.mil/CommunityBrowser.aspx?id=153210&lang=en-US.

E. STANDARDS

The following standards apply to federal acquisition of information technology. The applicability of the specific standard and the extent of compliance are dependent on the product and its intended use and must therefore be determined at the delivery order level. The standards are addressed in this BPA to ensure that both the Contractor and the ordering activities are cognizant of the appropriate information technology policies and requirements that may need to be specifically addressed at the order level.

1. DISR Compliance. Information technology products shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at https://disronline.csd.disa.mil/a/.

2. Common Security Configurations. For systems using the Federal Desktop Core Configuration (FDCC) with the Windows XP and Vista operating systems including Internet Explorer 7, acquiring agencies are required to adopt standard security configurations by February 1, 2008. To the extent that the acquiring agency determines necessary, Information Technology (IT) providers should be required to affirm that their products are fully functional and operate correctly using the FDCC. The FDCC includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). IAW OMB memorandum M-07-18, “Ensuring New Acquisitions Include Common Security Configurations,” a virtual machine has been established to provide IT providers access to FDCC Windows XP and Vista images. These virtual machine images can be found at: http://nvd.nist.gov/fdcc/index.cfm The National Institute of Standards and Technology (NIST) also established a Security Content Automation Protocol (S-CAP) to help IT providers make self-assessments of their products. IT providers must use S-CAP

validated tools, as they become available, to certify that their products do not alter the virtual machine configurations. Links to the S-CAP tools, and additional information about the S-CAP process can be found at: http://nvd.nist.gov/scap.cfm

3. Net-Centricity. The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at
http://www.defenselink.mil/cio-nii/docs/NetCentric_Checklist_v2-1-3_.pdf,
to provide information on the Net-Centric posture of their IT products and services.

4. Section 508 of the Rehabilitation Act Compliance. Orders issued under this BPA must consider 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. Information on SAP product accessibility can be found at:
http://www.sap.com/platform/netweaver/standardssupport/accessibility.epx.